

CONTRACT PROVIDER TECHNOLOGICAL NEEDS PROJECT (CPTNP)

TECHNOLOGICAL NEEDS FUNDING AGREEMENT (TNFA)

ORIENTATION



**LAC
DMH**
LOS ANGELES COUNTY
DEPARTMENT OF
MENTAL HEALTH

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Los Angeles County

Department of Mental Health CPTNP Contact Sheet

Project Director

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Los Angeles County Department of Mental Health
Chief Information Office Bureau
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Los Angeles, CA 90005

Project Manager

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Los Angeles County Department of Mental Health
Chief Information Office Bureau
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Los Angeles, CA 90005
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CPTT e-mail and Fax Number

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Technological Needs Funding Agreement (TNFA) Overview

Sample Agreement Structure

- Main Body of Agreement
- 12 Exhibits
 - 6 TNFA Project Exhibits (A-E & L)
 - (A) Project Proposal(s)
 - (B) Project Status Report
 - (C) Invoice
 - (D) Form of Change Notice
 - (E) Start-Up Funds Request
 - (L) Technological Needs Guidelines*

* http://www.dmh.ca.gov/DMHDocs/docs/notices08/08-09_Enclosure_3.pdf

Sample Agreement Structure

- 6 Standard County Contract Exhibits (F-K)
 - (F-1) Contractor Acknowledgement and Confidentiality Agreement
 - (F-2) Contractor *Employee* Acknowledgement and Confidentiality Agreement
 - (G) Subcontractor / Non-Employee Acknowledgement and Confidentiality Agreement
 - (H) Contractor's EEO Certification
 - (I) [Intentionally Omitted]
 - (J) Safely Surrendered Baby Law
 - (K) Charitable Contributions Certification



Key Agreement Terms and Conditions

Administration of Agreement: Key Roles (Paragraph 2.0 – 3.0)

Director	Marvin Southard, D.S.W.
County's Project Director	Bob Greenless, Ph.D.
County's Project Manager	Gordon Bunch, M.A.

Administration of Agreement: Key Roles (Paragraph 2.0 – 3.0)

- Contractor's Project Director
 - Must be an employee of agency and have contract signing authority
- Contractor's Project Manager
 - May be an employee of agency
 - May be a contractor
- Notification of Changes in Key Roles required

Term of Agreement:

(Paragraph 5.0)

- Initial Term:
 - Date of Execution to 6/30/16 fixed end*
- Month-to-Month Extension:
 - Up to 18 months
 - 7/1/16 – 12/31/17

* Term end-point fixed for all contractors regardless of Date of Execution

Term of Agreement:

(Paragraph 5.0)

- Contractor to notify County when agreement is within 6 months of expiration
- Suspension for Cause
- Immediate Termination

Change Notices & Amendments:

(Paragraph 6.0)

- All changes subsequent to execution of the Agreement will require a:
 - Change Notice
 - or
 - Amendment

Change Notices

(Paragraph 6.0)

- All changes subsequent to execution of the Agreement will require a Change Notice or Amendment.
- Change Notice
 - Changes to project scope, schedule and approach
 - Changes to budget $\leq 15\%$
 - Adding new project(s)
- Amendments – 2 Types
- County will determine if changes require an Amendment on a case-by-case basis.

Amendments

(Paragraph 6.0)

- Delegated Authority Amendment
 - Changes Agreement within Delegated Authority, but beyond Change Notice.
- Negotiated Amendment
 - Any change that substantially affects the direction or outcome of project(s), or changes payment provision, or any term or condition of the Agreement
 - Changes to project schedule(s), approach(es), and project scope(s) must be submitted in writing, and made by mutual agreement.
 - On a case-by-case basis, County will determine if changes above require a negotiated amendment.

Form of Change Notice

(Paragraph 6.0)

- $\leq 15\%$ shifts within a Project Budget
- $\leq 15\%$ shifts between 2 or more Projects
- $\leq 15\%$ of any project budget – shifting uncommitted funds to or from your Total Compensation Amount (TCA)
- Modify Project Scope, Schedule, Approach
- Add a new project to the TNFA

Delegated Authority Amendments

(Paragraph 6.0)

- Increase the TCA \leq 20%
- Decrease the TCA – no limit
- Change terms and conditions of the agreement, as needed, to meet future County mandated revisions (e.g., HIPAA requirements)
- Extend the term of the agreement up to 18 months (December 31, 2017)

Negotiated Amendments

(Paragraph 6.0)

- Project Budget changes of any type >15% (within project, between projects, increase from TCA, or decrease to TCA)
- Project Termination (contractor or DMH initiated)
- Increase the TCA > 20%

Negotiated Amendments

(Paragraph 6.0)

- Changes affecting payments
- Changes to agreement terms and conditions not mandated by County
- Mergers and Acquisitions
- Major changes in Scope, Approach, or Schedule

Compensation

(Paragraph 7.0)

- Payments will be in accordance with Project Budget Summary (Exhibit 4 to Exhibit A)
- Sum of Projects in Exhibit A may be less than the TCA (Paragraph 7.2 & 7.3)
- TCA will reflect the amount DMH has allocated to each provider (Paragraph 7.4)
- Contractor to notify DMH when 75% of TCA funds has been expended

Billing

(Paragraph 8.0)

- Invoices are project specific
- Invoices shall be paid within 30 days of receipt
- Invoice must be completed properly and have all necessary documentation

Billing

(Paragraph 8.0)

- Invoices submitted to:
County of Los Angeles
Department of Mental Health
Chief Information Office Bureau
695 S. Vermont Avenue, 7th Floor
Los Angeles, CA 90005
Attention: Gordon Bunch

Billing

(Paragraph 8.0)

- 30 day processing period begins upon submission of a properly prepared invoice
- Chief Information Office Bureau (CIOB) has 45 days to notify Contractor of invoice discrepancies and dispute charges via Written Notification to Contractor
- Contractor has 45 days to send written explanation to justify charges
- Payments on subsequent approved Invoices will not be delayed during the review of discrepancies or disputed charges

Billing

(Paragraph 8.0)

- Invoice Flow: Approved Invoices
 - CIOB (During the review/approval of County Project Director)
 - CIOB forwards to Finance
 - Finance processes and forwards to Provider Reimbursement
 - Provider Reimbursement pays Contractor

Compensation - Start-up Funds

(Paragraph 9.0)

- May be up to 20% of MHSA-funded portion of a project
- Start-up Funds are one-time-only per project
- Start-up Funds must be identified and described in the project proposal Cost Justification and Budget
- Contractor, following date of contract execution, sends CIOB a Start-up Funds Request (invoice)
- CIOB processes and forwards to Finance

Indemnification and Insurance

(Paragraph 10.0)

- Standard Provisions for Contractor and Subcontractors
 - General Liability
 - Auto Liability
 - Workers Compensation & Employer Liability
 - Sexual Misconduct Liability
 - Professional Liability
 - Property Coverage

Indemnification and Insurance

(Paragraph 10.0)

- Insurance Certificates must be sent to:

**Los Angeles County
Department of Mental Health
Contracts Development and Administration Division
550 S. Vermont Ave., 5th Floor
Los Angeles CA 90020**

Sub-Contracting

(Paragraph 11.0)

- County must approve all Subcontracting on a case-by-case basis following written request of Contractor outlining:
 - Purpose of the request
 - Description of work & cost
 - Identification of Subcontractor and selection process
 - Copy of executed Subcontract agreement

Sub-Contracting

(Paragraph 11.0)

- Subcontracts > \$10K must include provision for maintaining records (7 years) to be available for State audit (Contractor subject to same)
- County retains right to terminate a Subcontractor agreement in whole or in part
- All TNFA provisions and any amendments apply to the subcontractor

Records and Audits

(Paragraph 12.0)

- Contractor to maintain accurate employment, financial, & other records
- County has right to examine and audit
- Contractor to retain records during term and 5 years following termination

Records and Audits

(Paragraph 12.0)

- No commitment on County's part to a fixed monitoring/audit schedule
- Ongoing review via Quarterly Project Status Reports and Post-Implementation Evaluation Report (s)
- Contractor to report all eligible annual Fiscal Year project expenditures in the Legal Entity Cost Report

Purchases

(Paragraph 21.0)

- One year following successful completion of a project, County releases proprietary interest in all project-related equipment purchased with County funds
- Upon termination for cause, items may be reclaimed by County for projects that do not meet the condition above
- Contractor maintains Inventory and reports to County (90 days following Date of Execution and updated annually each September 30th)
- Loss/damage/theft must be reported

Performance Standards (PS) and Outcome Measures (OM)

(Paragraph 28.0)

- Contractor must comply with all applicable Federal, State, and County policies and procedures related to PS and OM.
- Specific Performance Standards
 - Adherence to MHSA Technological Goals
 - Adherence to baseline DMH – Electronic Data Interchange Requirements as they are defined & IBHIS Readiness
 - Project Delivery on time and within budget
 - Realization of Expected Project Benefits

Dispute Resolution Procedure

(Paragraph 29.0)

- County and Contractor submit disputes to respective Project Managers
- If not resolved within 10 days, must be submitted to respective Project Directors
- If failure at the levels above, each party may assert other rights and remedies

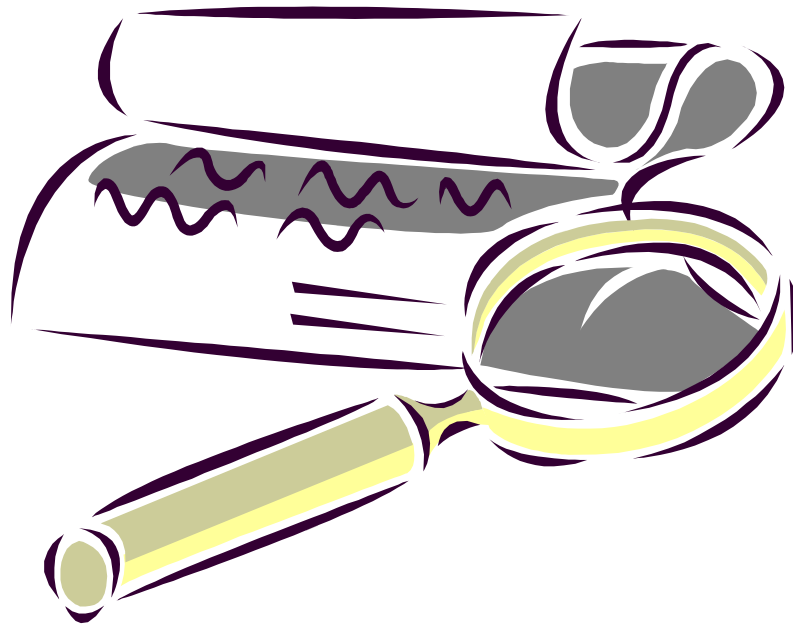
Title of Intellectual Property

(Paragraph 64.0)

- County claims ownership of all rights, title, and interest in any and all software and "tools" developed by Contractor or on behalf of Contractor using MHSA IT funds
- "Tools" includes questionnaires, interview formats, and surveys developed by Contractor or on behalf of Contractor to measure client outcomes or service outcome improvement
- County may waive Intellectual Property rights at its sole discretion

Technological Needs Funding Agreement (TNFA)

SAMPLE



DRAFT

VERSION 25 07/29/10



**FUNDING AGREEMENT
BY AND BETWEEN**

**COUNTY OF LOS ANGELES
AND**

FOR

TECHNOLOGICAL NEEDS PROJECTS

_____, 2010

**FUNDING AGREEMENT
FOR
TECHNOLOGICAL NEEDS PROJECTS**

This Funding Agreement (hereafter “Agreement”) is made and entered into this ____ day of _____, 2010, by and between the County of Los Angeles (hereafter “County”) and _____ (hereafter “Contractor”)

Business Address: _____

RECITALS

WHEREAS, Contractor and County have entered into a written agreement, dated _____, entitled “Department of Mental Health Legal Entity Agreement” and further identified as County Agreement No. _____ including all amendments thereto (hereafter collectively “Legal Entity Agreement”), to provide to those persons in Los Angeles County who qualify therefore certain mental health services contemplated and authorized by the Bronzan-McCorquodale Act, California Welfare and Institutions Code (WIC) Section 5600 et seq.; and

WHEREAS, the Mental Health Services Act (MHSA), adopted by the California electorate on November 2, 2004, provides funding for services and resources that promote wellness, recovery, and resiliency for adults and older adults with severe mental illness and for children and youth with serious emotional disturbances and their families; and

WHEREAS, State Department of Mental Health has identified two overarching goals for advancing Information Technology – Modernization/Transformation of administrative information systems to ensure quality of care, parity, operational efficiency, and cost effectiveness and Increasing Client and Family Empowerment and engagement by providing the tools for secure client and family access to health information; and

WHEREAS, a portion of the MHSA funds have been specifically set aside for

Capital Facilities and Technological Needs pursuant Welfare and Institutions Code (WIC) Section 5892 (a)(2) to promote the efficient implementation of the MHSA; and

WHEREAS, County received MHSA Capital Facilities and Technological Needs funding to support information technology projects consistent with the goals above, the MHSA Capital Facilities and Technological Needs Guidelines and the General Standards in Section 3320 of the California Code of Regulations governing the MHSA; and

WHEREAS, the MHSA Capital Facilities and Technological Needs Guidelines stipulate that the information technology needs of contract service providers must be considered in the local planning process for determining appropriate local uses for Capital Facilities and Technological Needs funds; and

WHEREAS, County believes that it is in the best interest of the people of the County of Los Angeles to allocate a portion of MHSA Capital Facilities and Technological Needs funding to support Contractor information technology infrastructure projects that advance the development of an Integrated Information Systems Infrastructure for mental health and empower mental health clients and family; and

WHEREAS, in order to fulfill its obligations authorized by the MHSA, County believes it is in the best interest of the people of the County of Los Angeles to provide these Technological Needs Projects by contract; and

WHEREAS, Contractor will use funds provided through this Agreement exclusively for Technological Needs Projects that benefit Los Angeles County residents receiving mental health services and to empower mental health clients and family; and

WHEREAS, Contractor was selected through a non-competitive process in which DMH limited distribution of MHSA Capital Facilities and Technological Needs Information Technology funds to Legal Entity Short Doyle providers; and

WHEREAS, through a Project Request Process, Contractor has demonstrated the capacity and commitment to complete one or more information technology projects as referenced in this Agreement; and

WHEREAS, all information technology projects included in this Agreement are consistent with the MHSA Information Technology goals referenced above, the MHSA

Capital Facilities and Technological Needs Guidelines and the General Standards in Section 3320 of the California Code of Regulations governing the MHSA; and

WHEREAS, Contractor desires to participate in said work described herein.

NOW, THEREFORE, Contractor and County agree as follows:

1.0 APPLICABLE DOCUMENTS: Exhibits A, B, C, D, E, F, G, H, I, J, and K are attached to, and Exhibit L not attached to and incorporated herein by reference, form a part of this Agreement. Any reference throughout the base agreement and each of its Exhibits to "Agreement" shall, unless the context clearly denotes otherwise, denote the base agreement with all Exhibits hereby incorporated. In the event of any conflict or inconsistency in meaning or provisions between the base agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the base agreement, and then to the Exhibits according to the following priority:

1. Exhibit A - Technological Needs Project Proposal
2. Exhibit B - Project Status Report
3. Exhibit C - Invoice
4. Exhibit D - Form of Change Notice
- Attachment D-1 Technological Needs Projects Budgets Change Worksheet
5. Exhibit E - Start-Up Funds Request
6. Exhibit F - Contractor Employee Acknowledgement and Confidentiality Agreement
7. Exhibit G - Subcontractor Employee Acknowledgement and Confidentiality Agreement
8. Exhibit H - Contractor's EEO Certification
9. Exhibit I - **[INTENTIONALLY OMITTED]**
10. Exhibit J - Safely Surrendered Baby Law
11. Exhibit K - Charitable Contributions Certification
12. Exhibit L - MHSA Capital Facilities and Technological Needs Guidelines (Incorporated by Reference)

2.0 ADMINISTRATION OF AGREEMENT – COUNTY:

2.1 County's Project Director: County's Project Director for this Agreement shall be the following person:

Robert Greenless, Ph.D.

Chief Information Officer

Department of Mental Health

Chief Information Office Bureau

695 South Vermont Avenue, 7th Floor

Los Angeles, CA 90005

Phone: (213) 251-6481

Fax: (213) 736-9360

E-mail: rgreenless@dmh.lacounty.gov

2.1.1 From time to time and any time and subject to the remainder of this Paragraph 2.0, County's Project Director may delegate specific authority and responsibilities (but not all) under this Agreement to a designee, and upon and to the extent of such designation, "County's Project Director" as used herein, shall refer to such designee.

2.1.2 County will notify Contractor in writing of any change in the name or address of County's Project Director.

2.1.3 County's Project Director will be responsible for ensuring that the objectives of this Agreement are met.

2.1.4 Except as set forth in Paragraph 6.0 (CHANGE NOTICES AND AMENDMENTS), County's Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

2.1.5

2.1.6 County's Project Director or such person's authorized designee will have the right at all times to inspect any and all work provided by or on behalf of Contractor pursuant to this Agreement.

2.2 County's Project Manager: County's Project Manager for this Agreement shall be the following person:

Gordon Bunch, M.A.

Project Manager

Department of Mental Health

Chief Information Office Bureau

695 South Vermont Avenue, 6th Floor

Los Angeles, CA 90005

Phone: (213) 251-6413

Fax: (213) 736-9360

E-mail: gbunch@dmh.lacounty.gov

2.2.1 County will notify Contractor in writing of any change in the name or address of County's Project Manager.

2.2.2 County's Project Manager will be responsible for ensuring that the technical standards and requirements of this Agreement are met.

2.2.3 Except as set forth in Paragraph 6.0 (CHANGE NOTICES AND AMENDMENTS) County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

2.2.4 County's Project Manager will advise County's Project Director as to Contractor's performance in areas relating to technical requirements and standards.

2.3 County Personnel: All County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County. Contractor hereby represents that its Project Plan/Schedule and performance hereunder are premised solely on the work of Contractor's personnel, except as otherwise expressly provided in this Agreement.

3.0 ADMINISTRATION OF AGREEMENT – CONTRACTOR:

3.1 Contractor's Project Director: Contractor's Project Director for this Agreement shall be the following person:

[Name]

[Title]

[Address]

[Phone]

[Fax]

[Email]

3.1.1 Contractor's Project Director shall be a full-time employee of Contractor at all times during such designation.

3.1.2 Contractor's Project Director shall be responsible for Contractor's performance of all work and assuring Contractor's compliance with this Agreement.

3.2 Contractor's Project Manager: Contractor's Project Manager for this Agreement shall be the following person:

[Name]

[Title]

[Address]

[Phone]

[Fax]

[Email]

Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement.

4.0 DESCRIPTION OF THE TECHNOLOGICAL NEEDS PROJECT PROPOSAL:

Contractor shall provide to County a description of each Technological Needs Project Proposal(s) as set forth in Exhibit A (Technological Needs Project Proposal) which is attached hereto and incorporated by reference as though fully set forth herein.

5.0 TERM OF AGREEMENT: The term of this Agreement shall be effective upon the date of execution and shall continue in full force and effect through June 30, 2016.

5.1 The term of this Agreement may be extended by the County's Director of DMH ("Director") beyond the expiration date on a month-to-month basis, for a period of time not to exceed 18 months through December 31, 2017, upon the mutual consent of the parties. All provisions of the Agreement in effect on the date the extension term commences shall remain in effect for the duration of the extension, including, but not

limited to, the Total Compensation Amount (TCA) set forth in Paragraph 7.0 (COMPENSATION).

5.2 Six Months Notification of Agreement Expiration: Contractor shall notify County when this Agreement is within six (6) months of expiration. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 65.0 (NOTICES).

5.3 Suspension of Payments: Payments to Contractor under this Agreement may be suspended if Director, for good cause, determines that Contractor is in default under any of the provisions of this Agreement. Except in cases of alleged fraud or similar intentional wrongdoing, at least 30 calendar days notice of such suspension shall be provided to Contractor, including a statement of the reason(s) for such suspension. Thereafter, Contractor may, within 15 calendar days, request reconsideration of the Director's decision. Payments shall not be withheld pending the results of the reconsideration process.

5.4 Immediate Termination of Agreement: County may terminate this Agreement immediately, if Contractor's Legal Entity Agreement with County terminates. Immediate termination hereunder shall be effected by delivery to Contractor of a written "Notice of Immediate Termination" which shall be effective upon receipt of such "Notice of Immediate Termination."

6.0 CHANGE NOTICES AND AMENDMENTS:

6.1 No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations or conditions of this Agreement, except through the procedures set forth below in this Paragraph 6.0.

6.2 County reserves the right to change any portion of the work required under this Agreement and any other provisions of this Agreement. All such changes shall be accomplished only as provided in this Paragraph 6.0.

6.3 For any change requested by County or Contractor which does not affect payments, or any term or condition included in this Agreement, a Change Notice shall be prepared and executed by County's Project Director and Contractor's Project Director.

6.4 Except as otherwise provided in this Agreement, for any change requested by County or Contractor which affects the payments, or any terms or conditions included in this Agreement, a negotiated Amendment to this Agreement shall be prepared and executed by the County's Project Director and Contractor's Project Director.

6.5 Notwithstanding any other provision of this Paragraph 6.0, County's Project Director and Contractor's Project Director may execute an amendment to this Agreement in the form of a Change Notice, to shift funds between budget categories for each specified project proposal up to and including fifteen percent (15%) of the total project funding set forth in Exhibit 4 (Budget Summary) to Exhibit A (Technological Needs Project Proposal).

6.6 Notwithstanding any other provision of this Paragraph 6.0, County's Project Director and Contractor's Project Director may execute an amendment to this Agreement in the form of a Change Notice, to shift funds between one or more specific project proposals up to and including fifteen percent (15%) of the total project funding set forth in Exhibit 4 (Budget Summary) to Exhibit A (Technological Needs Project Proposal).

6.7 Notwithstanding any other provision of this Paragraph 6.0, County Project Director and Contractor's Project Director may execute an amendment to this Agreement in the form of a Change Notice, to increase one or more specific project proposal(s) up to and including fifteen percent (15%) of total project funding set forth in Exhibit 4 (Budget Summary) to Exhibit A (Technological Needs Project Proposal) without increasing the TCA as set forth in Paragraph 7.0.

6.8 Notwithstanding any other provision of this Paragraph 6.0, County Project Director and Contractor's Project Director may execute an amendment to this Agreement in the form of a Change Notice, to decrease one or more specific project proposal(s) up to and including fifteen percent (15%) of total project funding set forth in Exhibit 4 (Budget Summary) to Exhibit A (Technological Needs Project Proposal) without reducing the TCA as set forth in Paragraph 7.0.

6.9 Notwithstanding any other provision of this Paragraph 6.0, County Project Director and Contractor's Project Director may execute an amendment to this

Agreement in the form of a Change Notice, to add a new Exhibit A (Technological Needs Project Proposal) to the Agreement.

6.10 Notwithstanding any other provision of this Paragraph 6.0, County Project Director and Contractor's Project Director may execute an amendment to this Agreement in the form of a Change Notice, to alter the Appendix C (Summary Project Schedule) and the Appendix C-1 (Detail Project Schedule) of the Exhibit A (Technological Needs Project Proposal). Exhibit A (Technological Needs Project Proposal) shall be amended to incorporate the revised project schedule appendices.

6.11 Notwithstanding any other provision of this Paragraph 6.0, County Project Director and Contractor's Project Director may execute an amendment to this Agreement in the form of a Change Notice, to alter the Project Scope as described in the Exhibit 3 (Technological Needs Project Proposal Description) of Exhibit A (Technological Needs Project Proposal). Exhibit A (Technological Needs Project Proposal) shall be amended to incorporate the revised project proposal description exhibit.

6.12 Notwithstanding any other provision of this Paragraph 6.0, County Project Director and Contractor's Project Director may execute an amendment to this Agreement in the form of a Change Notice, to alter the Project Approach as described in Exhibit 3 (Technological Needs Project Proposal Description) of Exhibit A (Technological Needs Project Proposal). Exhibit A (Technological Needs Project Proposal) shall be amended to incorporate the revised project proposal description exhibit.

6.13 Notwithstanding any other provision of this Paragraph 6.0, changes to the Technological Needs Project Proposal shall only be made upon mutual agreement, in writing, by County's Project Director and Contractor's Project Director, provided that County's Project Director and Contractor's Project Director's agreement to alter the Technological Needs Project Proposal shall not prejudice either party's right to claim that such alterations constitute an Amendment to this Agreement that shall be governed by the terms of Paragraph 6.4 above.

6.14 Any "Change Notice" proposed or executed by mutual agreement of the parties shall be substantially in the form attached hereto as Exhibit D (Form of Change Notice).

7.0 COMPENSATION:

7.1 In consideration of the performance by Contractor in a manner satisfactory to County of the work described in Exhibit A (Technological Needs Project Proposal), Contractor shall be paid in accordance with Exhibit 4 (Budget Summary) to Exhibit A (Technological Needs Project Proposal).

7.2 The TCA may be greater than the sum of the projects set forth in Exhibit A (Technological Needs Project Proposal).

7.3 The TCA for all work furnished hereunder shall not exceed the sum of _____ DOLLARS (\$ _____).

7.4 In no event shall County pay Contractor more than _____ DOLLARS (\$ _____). Payment to Contractor shall be only upon written approval of the invoice by County's Project Manager or his/her designated representative.

7.5 Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this TCA for Contractor's performance hereunder during the term of this Agreement. Furthermore, Contractor shall inform County when up to seventy-five percent (75%) of the TCA has been incurred. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 65.0 (NOTICES).

7.6 No Payment for Services Provided Following Expiration/Termination of Agreement: Contractor shall not have a claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other

termination of this Agreement.

7.7 **Budget Reductions:** In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in County contracts, the County reserves the right to reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the work to be provided by the Contractor under this Agreement shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the work set forth in this Agreement.

8.0 BILLING: To request payment, Contractor shall present to County's Project Manager, monthly/quarterly in arrears, invoices for the work completed for the invoice period, as set forth in Exhibit C (Invoice) of this Agreement.

Contractor shall submit invoices to:

County of Los Angeles

Department of Mental Health

Chief Information Office Bureau

695 South Vermont Avenue, 7th Floor

Los Angeles, CA 90005

Attn: Gordon Bunch, M.A., County's Project Manager

8.1 **Approval of Invoices:** All invoices submitted by Contractor for payment must have the written approval of County's Project Director prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than thirty (30) days from receipt of properly prepared invoices by County.

8.2 **Discrepancies:** In the event discrepancies are found during the invoice review, County's Project Manager will notify Contractor of such discrepancies and submit a list of disputed charges as soon as practicable, but no later than forty-five (45) days

from the date of receipt of such invoice by County. Contractor shall review the disputed charges and send a written explanation detailing the basis for the charges as soon as practicable, but no later than forty-five (45) days of receipt of County's notice of discrepancies and disputed charges. "Discrepancies", as used in this Paragraph 8.2, shall mean the details on the invoice or the receiving report which do not conform to the requirements of this Agreement.

9.0 START-UP FUNDS:

9.1 For each approved Technological Needs Project included in this Agreement, Contractor may receive start-up funds, not to exceed twenty (20%) percent of total project cost. Start-up funds must be requested by Contractor as specified in Exhibit 4 (Budget Summary) to Exhibit A (Technological Needs Project Proposal) for each Technological Needs Project for which start-up funds are needed. Contractor shall complete and submit Exhibit E (Start-Up Funds Request) to request such funds.

9.2 For each approved Technological Needs Project for which start-up funds are provided, Contractor shall provide monthly/quarterly invoices for expenses incurred. Upon written approval of the invoice by County's Project Director or his/her designated representative, approved expenses incurred will be debited until such funds are fully expended.

9.3 Upon full expenditure of project specific start-up funds, future payments to Contractor will be paid in arrears in accordance with Exhibit 4 (Budget Summary) to Exhibit A (Technological Needs Project Proposal). Payment to Contractor shall be only upon written approval of the invoice by County's Project Director or his/her designated representative.

9.4 Invoices for start-up expenses for any new Technological Needs Projects not included in the original Agreement shall be reimbursed in accordance with Paragraphs 9.2, and 9.3 of this Agreement.

10.0 INDEMNIFICATION AND INSURANCE:

10.1 Indemnification: Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims,

actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Agreement.

10.2 General Provisions for all Insurance Coverage: Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 10.2 and 10.3 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

10.2.1 Evidence of Coverage and Notice to County

(i) Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

(ii) Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.

(iii) Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured

retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

(iv) Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Los Angeles County - Department of Mental Health

Contracts Development and Administration Division

550 S. Vermont Ave., 5th Floor

Los Angeles, CA 90020

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

10.2.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required

Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

10.2.3 Cancellation of Insurance

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

10.2.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

10.2.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

10.2.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

10.2.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

10.2.8 Subcontractor Insurance Coverage Requirements

Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate

evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

10.2.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

10.2.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

10.2.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

10.2.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

10.2.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The

County and its Agents shall be designated as an Additional Covered Party under any approved program.

10.2.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

10.3 Insurance Coverage

10.3.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

10.3.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

10.3.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days

advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

10.3.4 Unique Insurance Coverage

(i) Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

(ii) Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$3 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

(iii) Property Coverage

Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

11.0 SUBCONTRACTING:

11.1 No performance of this Agreement, or any portion thereof, shall be subcontracted by Contractor without the prior written consent of County as provided in this Paragraph 11.0. Any attempt by Contractor to subcontract any performance, obligation, or responsibility under this Agreement, without the prior written consent of

County, shall be null and void and shall constitute a material breach of this Agreement. Notwithstanding any other provision of this Agreement, in the event of any such breach by Contractor, this Agreement may be terminated forthwith by County. Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.

11.2 If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under this Agreement, Contractor shall make a written request to County for written approval to enter into the particular subcontract. Contractor's request to County shall include:

11.2.1 The reasons for the particular subcontract.

11.2.2 A detailed description of the work to be provided by the subcontract.

11.2.3 Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

11.2.4 A description of the proposed subcontract amount and manner of compensation, together with Contractor's cost or price analysis thereof.

11.2.5 A copy of the proposed subcontract which shall contain the following provision:

"This contract is a subcontract under the terms of the prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract."

11.2.6 A copy of the proposed subcontract, if in excess of \$10,000 and utilizes State funds, shall also contain the following provision:

"The contracting parties shall be subject to the examination and audit of the State Auditor, pursuant to the California Government Code, Section 8546.7, for a period of seven (7) years from the end of the Fiscal Year in which such services were provided or until final resolution of any audits, whichever occurs later."

Further, the Contractor will also be subject to the examination and audit of the State Auditor, pursuant to the Government Code, Section 8546.7, for a period of seven (7) years from the end of the Fiscal Year in which such services were provided or until final resolution of any audits, which ever occurs later.

11.2.7 Any other information and/or certifications requested by County.

11.3 County shall review Contractor's request to subcontract and shall determine, in its sole discretion, whether or not to consent to such request on a case-by-case basis.

11.4 Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and legal fees, arising from or related to Contractor's use of any subcontractor, including any officers, employees, or agents of any subcontractor, in the same manner as required for Contractor, its officers, employees, and agents, under this Agreement.

11.5 Notwithstanding any County consent to any subcontracting, Contractor shall remain fully liable and responsible for any and all performance required of it under this Agreement, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities, to County, nor shall such approval limit in any way any of County's rights or remedies contained in this Agreement. Additionally, County approval of any subcontract shall not be construed in any way to constitute the determination of the allowability or appropriateness of any cost or payment under this Agreement.

11.6 In the event that County consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, to any subcontractor, or to any officers, employees, or agents of Contractor or any subcontractor, for any liability, damages, costs, or expenses arising from or related to County's exercise of such right.

11.7 In the event that County consents to any subcontracting, each and all of the provisions of this Agreement and any amendment thereto shall extend to, be binding upon, and inure to the benefit of, the successors or administrators of the respective parties.

11.8 In the event that County consents to any subcontracting, such consent shall apply to each particular subcontract only and shall not be, or be construed to be, a waiver of this Paragraph 11.0 or a blanket consent to any further subcontracting.

11.9 In the event that County consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments and/or other compensation to all subcontractors and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment and/or other compensation for any subcontractors or their officers, employees, and agents.

11.10 Contractor shall deliver to County's Project Director a fully executed copy of each subcontract entered into by Contractor pursuant to this Paragraph 11.0, on or immediately after the effective date of this Agreement but in no event later than the date any work is performed under the subcontract.

11.11 In the event that County consents to any subcontracting, Contractor shall obtain and maintain on file an executed Subcontractor Employee Acknowledgement and Confidentiality Agreement (Exhibit G), for each subcontractor's employees performing work under the subcontract. Such Acknowledgements shall be obtained and maintained on file and made available upon request on or immediately after the commencement date of the particular subcontract but in no event later than the date such employee first performs any work under the subcontract.

11.12 County shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractor or its officers, employees, and agents.

11.13 County's Project Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph 11.0, including, but not limited to, consenting to any subcontracting or the replacement thereof.

12.0 RECORDS AND AUDITS:

12.1 Contractor shall prepare and maintain, on a current basis, accurate and complete financial records of its activities and operations relating to this Agreement in

accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity or records relating to this Agreement provided such access rights do not constitute an unlawful invasion of the privacy rights of any Contractor employee and would not in the reasonable opinion of Contractor subject Contractor to legal liability. All such material, including, but not limited to, all financial records, time cards and other employment records and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Agreement and for a period of five (5) years thereafter, unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem and other costs incurred by County to examine, audit, excerpt, copy or transcribe such material at such other location.

12.2 In the event that an audit is conducted of Contractor specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise specifically regarding this Agreement, then Contractor shall file a copy of such audit report with County's Auditor-Controller and County's Project Director within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

12.3 Annual Cost Report: For each Fiscal Year that this Agreement is in effect, Contractor will report, in the Contractor's Legal Entity annual cost report, the eligible project expenditures for the fiscal year period ended June 30. Detailed instructions will be provided at the annual cost report training that is conducted in June of each fiscal year. The annual cost report will be due on September 15 following the end of each fiscal year or within seventy-five (75) days following the expiration or termination date of the Legal Entity Agreement. Eligible work expenditures reported in

the legal entity annual cost report should have prior written Program Authorization by the designated County's Project Manager.

12.4 Failure on the part of Contractor to comply with any of the terms of this Paragraph 12.0 shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement.

13.0 INDEPENDENT STATUS OF CONTRACTOR:

13.1 This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

13.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

13.3 Contractor understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Agreement.

13.4 Contractor shall obtain and maintain on file an executed Contractor Employee Acknowledgment and Confidentiality Agreement (Exhibit F), for each of its employees performing work under this Agreement. Such Acknowledgments shall be executed by each such employee on or immediately after the commencement date of this Agreement but in no event later than the date such employee first performs work under this Agreement.

14.0 GOVERNING LAW, JURISDICTION AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California. Further, this Agreement shall be governed by, and construed in accordance with, all laws, regulations, and contractual obligations of County under its agreement with the State.

15.0 COMPLIANCE WITH APPLICABLE LAW:

15.1 Contractor shall comply with all Federal, including, but not limited to, Title XIX of the Social Security Act, State, and local laws, ordinances, rules, regulations, manuals, guidelines, Americans with Disabilities Act (ADA) standards, and furthermore with all applicable Certification Commission for Healthcare Information Technology (CCHIT) and MHSA Capital Facilities and Technological Needs Guidelines and directives applicable to its performance hereunder. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

15.2 Contractor shall indemnify and hold harmless County from and against any and all liability, damages, costs or expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of Contractor, its officers, employees, or agents, of any such Federal, State or local laws, ordinances, rules, regulations, manuals, guidelines, ADA standards, or directives.

15.3 Contractor shall maintain in effect an active compliance program in accordance with the recommendations set forth by the Department of Health and Human Services, Office of the Inspector General.

15.4 Duty to Notify: Contractor agrees to notify County of any and all legal complaints, citations, enforcement proceedings, administrative proceedings, judgments or litigation, known to Contractor, whether civil or criminal initiated against Contractor, its officers, employees, or agents which are likely to have a material effect on the organization's stewardship, financial position and/or ability to perform and deliver work under this Agreement.

16.0 THIRD PARTY BENEFICIARIES: Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.

17.0 TERMINATION FOR INSOLVENCY:

17.1 County may terminate this Agreement immediately in the event of the occurrence of any of the following:

17.1.1 Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code.

17.1.2 The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code.

17.1.3 The appointment of a Receiver or Trustee for Contractor.

17.1.4 The execution by Contractor of a general assignment for the benefit of creditors.

17.2 The rights and remedies of County provided in this Paragraph 17.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

18.0 TERMINATION FOR DEFAULT:

18.1 County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

18.1.1 If, as determined in the sole judgment of County, Contractor fails to perform or complete any work within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

18.1.2 If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

18.2 In the event that County terminates this Agreement as provided in Paragraph 18.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods, services and other work, similar to those so terminated,

and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar goods, services, and other work.

18.3 The rights and remedies of County provided in this Paragraph 18.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

19.0 TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determination with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, and service, the provision of travel or entertainment, or tangible gifts.

20.0 TERMINATION FOR CONVENIENCE: The performance of work under this Agreement may be terminated in whole or in part from time to time when such action is deemed by County to be in its best interest. Termination of work hereunder shall be effected by delivery to Contractor of a thirty (30) day advance Notice of Termination specifying the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall stop work under this Agreement on this date specified in such Notice of Termination.

21.0 PURCHASES:

21.1 Purchase Practices: Contractor shall fully comply with all Federal, State and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in

acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

21.2 Proprietary Interest of County: In accordance with all applicable Federal, State and County laws, ordinances, rules, regulations, manuals, guidelines and directives, County shall retain all proprietary interest, except the use during the term of this Agreement, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any County funds. Upon the termination for cause of this Agreement, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Agreement, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within 30 calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. Contractor, in conjunction with County, shall attach identifying labels on all such property indicating the proprietary interest of County.

21.3 Inventory Records, Controls and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds. Within 90 calendar days following the execution of this Agreement, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds. The inventory report shall be prepared by Contractor on a form or forms designated by Director, certified and signed by an authorized officer of Contractor, and two (2) copies thereof shall be delivered to County by September 30 of each Fiscal Year of any change in the inventory that the Agreement is in affect. Within five (5) business days after the expiration or termination of the Agreement, Contractor shall submit to County two (2) copies of the same inventory report updated to the expiration or termination date of the Agreement, certified and signed by an authorized officer of Contractor, based on

a physical count of all items of furniture, fixtures, equipment, materials, and supplies, as of such expiration or termination date.

21.4 Protection of Property in Contractor's Custody: Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds, against any damage or loss by fire, burglary, theft, disappearance, vandalism or misuse. In the event of any burglary, theft, disappearance, or vandalism of any item of furniture, fixtures, equipment, materials, and supplies, Contractor shall immediately notify the police and make a written report thereof, including a report of the results of any investigation which may be made. In the event of any damage or loss of any item of furniture, fixtures, equipment, materials, and supplies, from any cause, Contractor shall immediately send Director a detailed, written report. Contractor shall contact DMH's Chief Information Office Bureau for instructions for disposition of any such property which is worn out or unusable.

21.5 Disposition of Property in Contractor's Custody: Upon the termination of this Agreement for cause, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by County or its authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds, in the same condition as such property was received by Contractor, reasonable wear and tear excepted, or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement or adjustment connected with such property shall be in accordance with all applicable Federal, State and County laws, ordinances, rules, regulations, manuals, guidelines and directives.

21.6 Contractor's Right to Property Upon Successful Completion of Project: Notwithstanding any other provision of this Paragraph 21.0 (Purchases), Subparagraph 21.2 (Proprietary Interest of County) and Subparagraph 21.5 (Disposition of Property in Contractor's Custody), upon County's determination, said determination being in the sole discretion of County, that Contractor has successfully completed an approved project for which all furniture, fixtures, equipment, materials, and supplies were purchased, and a period of one year has passed following

the successful completion of said approved project, Contractor shall have the right to all such furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any County funds as part of the said approved project under this Agreement, and County shall have no proprietary interest therein, provided that Contractor is not in default under any term of the Agreement.

22.0 SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

23.0 CAPTIONS AND PARAGRAPH HEADINGS: Captions and paragraph headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement.

24.0 ALTERATION OF TERMS: No addition to, or alteration of, the terms of the body of this Agreement, or the Exhibit(s) hereto, whether by written or oral understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

25.0 WAIVER: No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 25.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

26.0 AUTHORIZATION WARRANTY: Contractor represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

27.0 COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract

terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

28.0 PERFORMANCE STANDARDS AND OUTCOME MEASURES:

28.1 The Contractor shall comply with all applicable Federal, State, and County policies and procedures relating to performance standards and outcome measures. This is applicable whenever specific Federal or State funding, which has policies or procedures for performance standards and/or outcome measures, has been included as part of the Contractor's contract and shall apply for all County policies, procedures, or departmental bulletins approved by the Director or his designee for performance standards and/or outcome measures. County will notify Contractor whenever County policies or procedures are to apply to this contract provision at least, where feasible, 30 calendar days prior to implementation.

28.2 These Federal, State or County performance standards and/or outcome measures will determine the effectiveness of the MHSA Technological Needs Projects delivered by the Contractor in the following performance standards:

Performance Standards:

- Adherence to MHSA Technological Goals
- Adherence to DMH Baseline Electronic Data Interchange (EDI) Requirements as they are defined and Readiness for the Integrated Behavioral Health Information System (IBHIS)
- Project Delivery on Time and Within Budget
- Realization of Expected Project Benefits

29.0 DISPUTE RESOLUTION PROCEDURE:

29.1 Contractor and County agree to act promptly and diligently to mutually resolve any disputes which may arise with respect to this Agreement. All such disputes

shall be subject to the provisions of this Paragraph 29.0. Time is of the essence in the resolution of disputes.

29.2 Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which County, in its sole discretion, determines should be delayed as a result of such dispute.

29.3 If Contractor fails to continue without delay its performance hereunder which County, in its sole discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by County, or County may deduct all such additional costs from any amounts due to Contractor from County.

29.4 If County fails to continue without delay to perform its responsibilities under this Agreement which County, in its sole discretion, determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.

29.5 In the event of any dispute between the parties with respect to this Agreement, Contractor and County shall submit the matter to their respective Project Manager for the purpose of endeavoring to resolve such dispute.

29.6 In the event that the Project Managers are unable to resolve the dispute within a reasonable time not to exceed ten (10) working days from the date of submission of the dispute, the matter shall be immediately submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute. These persons shall have ten (10) working days to attempt to resolve the dispute.

29.7 In the event that at these two (2) levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Agreement and/or its rights and remedies as provided by law.

29.8 All disputes utilizing this dispute resolution procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At both levels, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face or by telephone, or in writing by exchange of correspondence.

29.9 Notwithstanding any other provision of this Agreement, County's right to terminate this Agreement pursuant to Paragraph 17.0 (TERMINATION FOR INSOLVENCY), Paragraph 18.0 (TERMINATION FOR DEFAULT), Paragraph 19.0 (TERMINATION FOR IMPROPER CONSIDERATION), Paragraph 20.0 (TERMINATION FOR CONVENIENCE), Paragraph 5.4 (IMMEDIATE TERMINATION OF AGREEMENT), Paragraph 63.0 (TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM) or any other termination provision hereunder, and County's right to seek injunctive relief to enforce the provisions of Paragraph 33.0 (CONFIDENTIALITY), shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

30.0 [INTENTIONALLY OMITTED]

31.0 DELEGATION AND ASSIGNMENT BY CONTRACTOR:

31.1 Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Agreement, which is formally approved and

executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

31.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or entity other than the majority controlling interest therein at the time of execution of this Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

31.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

32.0 LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS:

Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during this or any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each such fiscal year. Should County, during this or any subsequent fiscal year impose budgetary restrictions which appropriate less than the amount provided for in this Agreement, County shall reduce work under this Agreement consistent with such imposed budgetary reductions. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were

appropriated. County shall notify Contractor of any such changes in allocation of funds at the earliest possible date.

33.0 CONFIDENTIALITY: Contractor shall maintain the confidentiality of all records and information, including, but not limited to, claims, County records, patient/client records and information, and County information system records, in accordance with WIC Sections 5328 through 5330, inclusive, and all other applicable County, State, and Federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, relating to confidentiality. Contractor shall require all its officers, employees, and agents providing work hereunder to acknowledge, in writing, understanding of, and agreement to fully comply with, all such confidentiality provisions. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising from any disclosure of such records and information by Contractor, its officers, employees, or agents.

34.0 WARRANTY AGAINST CONTINGENT FEES: Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for any commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. For Contractor's breach or violation of this warranty, County may, in its sole discretion, deduct from this Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

35.0 COUNTY AUDIT SETTLEMENTS: If, at any time during or after the term of this Agreement representatives of County conduct an audit of Contractor regarding the work performed under this Agreement, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or, at the sole option of Director, deducted from any amounts due to Contractor from County, whether under this Agreement or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County, but in no event shall County's payments to Contractor

exceed the Total Compensation Amount identified in Paragraph 7.0 (COMPENSATION).

36.0 FAIR LABOR STANDARDS: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend and hold harmless County, its officers, employees and agents from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

37.0 NONDISCRIMINATION AND AFFIRMATIVE ACTION AND COMPLIANCE WITH CIVIL RIGHTS LAWS:

37.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

37.2 Contractor shall certify to, and comply with, the provisions of Exhibit H (Contractor's EEO Certification).

37.3 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship.

37.4 Contractor certifies and agrees that it will deal with its vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

37.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to

the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement, or under any project, program, or activity supported by this Agreement.

37.6 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 37.0 when so requested by County.

37.7 If County finds that any of the provisions of this Paragraph 37.0 have been violated, such violation shall, at the election of County, constitute a material breach of this Agreement upon which County may immediately terminate this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

37.8 The parties agree that in the event Contractor violates the anti-discrimination provisions of this Agreement, County shall, at its option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating this Agreement.

37.9 Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. Contractor shall comply with Exhibit H (Contractors' EEO Certification).

38.0 COMPLIANCE WITH JURY SERVICE PROGRAM:

38.1 Jury Service Program: This Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

38.2 Written Employee Jury Service Policy:

38.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.

38.2.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has an Agreement with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Agreements or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Agreement, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.

38.2.3 If Contractor is not required to comply with the Jury Service Program when this Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service

Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Agreement and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

38.2.4 Contractor's violation of this Section of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Contractor from the award of future County Agreements for a period of time consistent with the seriousness of the breach.

39.0 EMPLOYMENT ELIGIBILITY VERIFICATION:

39.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended.

39.2 Contractor shall retain all such documentation for the period prescribed by law. Contractor shall indemnify, defend and hold harmless County, its officers, employees and agents from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 39.0 shall be conducted by Contractor and performed

by counsel selected by Contractor and approved by County (which approval shall not be unreasonably withheld) in writing. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as required by law or this Agreement, County shall be entitled to reimbursement for all such costs and expenses.

40.0 NOTICE OF DELAYS: In the event Contractor determines at any time that failure, delay or inadequacy of performance of any of County's obligations hereunder may prevent or tend to prevent Contractor from completing any of Contractor's obligations in a timely manner or may cause or tend to cause Contractor to incur additional or unanticipated costs or expenses, Contractor shall promptly following such determination (and without limiting Contractor's obligation of prompt notification, in any event within fifteen (15) days following such determination), notify County's Project Director in writing, which notice shall specify in reasonable detail: (1) any alleged failure, delay or inadequacy of performance by County and (2) to the best knowledge of Contractor after due inquiry and analysis, the estimated impact of such alleged failure, delay or inadequacy on the performance of Contractor's obligations, including, but not limited to, any estimated delay and any estimated amount of additional or unanticipated costs or expenses that may be incurred. In the event that Contractor fails to fulfill any of its obligations in a timely manner as a direct result of a failure, delay or inadequacy of performance of any of County's obligations after timely written notice to County by Contractor of such failure, delay or inadequacy of performance, then the date for Contractor's completion of such obligation may be appropriately extended, as determined in the sole discretion of County's Project Director. Contractor shall take all reasonable actions to mitigate or reduce any delays. In the event Contractor fails to notify County in writing of any alleged failure, delay or inadequacy of performance in a timely manner as set forth in this Paragraph 40.0, Contractor shall not be entitled to rely upon such alleged failure, delay or inadequacy of performance for any purpose whatsoever, including, but not limited to, as a purported justification for either: (1) claiming that Contractor is entitled to receive any additional payments from County hereunder or (2) failing to fulfill any of Contractor's obligations in a timely manner. This

Paragraph 40.0 shall not be interpreted or construed as expanding in any manner or to any extent the financial obligations of County under this Agreement.

41.0 CONFLICT OF INTEREST:

41.1 No County employee whose position with County enables such employee to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor, who may financially benefit from the performance of work hereunder, shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.

41.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts, which do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts, which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

42.0 CONTRACTOR'S OFFICES: Contractor's business offices are located at _____. Contractor shall notify in writing Department of Mental Health, Chief Information Office Bureau, 695 South Vermont Avenue, 7th Floor, Los Angeles, California 90005, of any change in its business address at least ten (10) days prior to the effective date thereof. Notice should clearly indicate contract identifiers such as contract title, contract number and County's Project Manager's name.

43.0 VALIDITY: If any provision of this Agreement or the application thereof to any person or circumstances is held invalid, the remainder of this Agreement and application of such provision to other persons or circumstances shall not be affected thereby.

44.0 RESTRICTIONS ON LOBBYING: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010,

retained by Contractor, shall fully comply with County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

If any Federal funds are to be used to pay for a portion of Contractor's work under this Agreement, Contractor shall also fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

45.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST: Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

46.0 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS: Should Contractor require additional or replacement personnel after the Effective Date, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

47.0 NONDISCRIMINATION IN SERVICES:

47.1 Contractor shall not discriminate in the provision of work hereunder because of race, color, religion, national origin, ancestry, sex, age, physical or mental

handicap, marital status, sexual orientation or political affiliation in accordance with all applicable requirements of federal and state law. For the purpose of this Paragraph 47.0, discrimination in the provision of work may include, the following: denying any person any service or benefit or the availability of the facility, providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

47.2 Contractor shall ensure that recipients of work under this Agreement are provided such Work without regard to race, color, religion, national origin, ancestry, sex, age, condition of physical or mental handicap, marital status, sexual orientation, or political affiliation.

48.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE: Contractor shall use reasonable efforts to ensure that no employee will perform work hereunder while under the influence of any alcoholic beverage, medication, narcotic or other substance, whether prescribed or otherwise, which might impair such person's physical or mental performance.

49.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (CSCP) (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage

reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department (CSSD) Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

50.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 49.0 (CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 18.0 (TERMINATION FOR DEFAULT) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

51.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's Child Support Services Department ("CSSD") will supply Contractor with the poster to be used.

52.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

53.0 CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff

members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor shall notify Director within thirty (30) days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participation in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program. Failure by Contractor to meet the requirements of this Paragraph 53.0 shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

54.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT: The following requirements set forth in the County's Non-Responsibility and Debarment Ordinance (Title 2, Chapter 2.202 of the County Code) are effective for this Agreement, except to the extent applicable State and/or Federal laws are inconsistent with the terms of the Ordinance.

54.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

54.2 Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other Agreements, which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County Agreements for a specified period of time, which generally will not exceed five (5) years

but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Agreements Contractor may have with County.

54.3 County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of an Agreement with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

54.4 If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

54.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

54.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

54.7 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period

of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

54.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

54.9 These terms shall also apply to any subcontractors of County contractors.

55.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45

C.F.R. PART 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or

principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

56.0 USE OF RECYCLED-CONTENT PAPER PRODUCTS: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in the services to be performed by Contractor under this Agreement.

57.0 SAFELY SURRENDERED BABY LAW:

57.1 Notice To Employees Regarding The Safely Surrendered Baby Law

Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit J (Safely Surrendered Baby Law) of this Agreement and is also available on Internet at www.babysafela.org for printing purposes.

57.2 Contractor's Acknowledgment Of County's Commitment To The Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. A copy of such poster is set forth in Exhibit J (Safely Surrendered Baby Law). The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The

County's Department of Children and Family Services will supply the Contractor with the poster to be used.

58.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Exhibit K (Charitable Contributions Certification), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

59.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM:

59.1 This Agreement is subject to all provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code. Specifically, Contractor shall pay particular attention to the following provisions in Chapter 2.204:

59.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

59.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

59.4 If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

(i) Pay to the County any difference between the Agreement amount and what the County's costs would have been if the contract had been properly awarded;

(ii) In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Agreement; and

(iii) Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any Contractor that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Office of Affirmative Action Compliance (OAAC) of this information prior to responding to a solicitation or accepting a contract award.

60.0 FORCE MAJEURE:

60.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's sub-Contractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

60.2 Notwithstanding the foregoing, a default by a sub-Contractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such sub-Contractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the sub-Contractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "sub-Contractor" and "sub-Contractors" mean sub-Contractors at any tier.

60.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

61.0 SURVIVAL:

In addition to any provisions relating to indemnification obligations of any party hereunder, the provisions in the following Paragraphs shall survive the expiration or termination of this Agreement for any reason:

- 7.6 No Payment for Services Provided Following Expiration/Termination of Agreement
- 10.0 Indemnification and Insurance
- 12.0 Records and Audits
- 14.0 Governing Law, Jurisdiction and Venue
- 15.0 Compliance with Applicable Law
- 17.0 Termination for Insolvency
- 18.0 Termination for Default
- 19.0 Termination for Improper Consideration
- 20.0 Termination for Convenience
- 22.0 Severability
- 29.0 Dispute Resolution Procedure
- 30.0 **[INTENTIONALLY OMITTED]**
- 35.0 County Audit Settlements
- 36.0 Fair Labor Standards
- 37.0 Nondiscrimination and Affirmative Action and Compliance with Civil Rights Laws
- 39.0 Employment Eligibility Verification
- 40.0 Notice of Delays

62.0 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

62.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

62.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with the Los Angeles County Code Chapter 2.206.

63.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 62 (Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to

County Code Chapter 2.206.

64.0 TITLE OF INTELLECTUAL PROPERTY:

County shall be the sole and exclusive owner of all rights, title, and interest, (including, without limitation, any copyrights and other rights in works of authorship, including registered and unregistered copyrights, unpublished works of authorship, moral rights and rights of integrity, trade secrets, know-how, show-how, proprietary information, contract and license rights, all international priority rights, improvements, discoveries, creations and all other forms of intellectual property (collectively, the "Intellectual Property Rights") in any and all software and tools developed by Contractor, or on behalf of Contractor, using MHSA IT funds. As used herein, the term "tools" shall include, but shall not be limited to, questionnaires, interview formats, and surveys developed by Contractor, or on behalf of Contractor, to measure client outcomes or service outcome improvement. County and Contractor agree that County's Intellectual Property Rights in the aforementioned software and/or tools shall

include all design concepts, algorithms, programs, documentation, technical materials and all other work product produced by Contractor, or on behalf of Contractor, using MHSA IT funds. County may waive its Intellectual Property Rights at its sole discretion.

/

/

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65.0 NOTICES: All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be delivered with signed receipt or mailed by first class, registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the persons named. Director shall have the authority to execute all notices or demands which are required or permitted by County under this Agreement. Addresses and persons to be notified may be changed by either party by giving ten (10) days prior written notice thereof to the other party.

If to County:

County of Los Angeles
Department of Mental Health
Contracts Development and Administration Division
550 South Vermont Avenue, 5th Floor
Los Angeles, CA 90020
ATTN: _____

To County:

County of Los Angeles
Department of Mental Health
Chief Information Office Bureau
695 South Vermont Avenue, 7th Floor
Los Angeles, CA 90005
ATTN: Robert Greenless, Ph.D., Project Director

If to Contractor:

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by County's Director of Mental Health or his designee, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
MARVIN J. SOUTHARD, D.S.W.
Director of Mental Health

CONTRACTOR

By _____

Name _____

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
And Administration Division

Funding Agreement /V24
01/25/10

Invoices

Sample & Instructions



LOS ANGELES COUNTY – DEPARTMENT OF MENTAL HEALTH
CONTRACT PROVIDER TECHNOLOGICAL NEEDS PROJECTS

INSTRUCTIONS FOR COMPLETING THE INVOICE FORM

DMH INVOICE NO. (DMH Use Only) _____	INVOICE DATE: _____	CONTRACTOR INVOICE NO. _____
--	-------------------------------	--

INVOICE PERIOD: <div style="display: flex; justify-content: space-between;"> <u>Fiscal Year</u> <u>From:</u> <u>To:</u> </div> <p>Monthly <input type="checkbox"/> Month/Date _____</p> <p>Quarterly</p> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Jan.-Mar. <input type="checkbox"/> Apr.-Jun. <input type="checkbox"/> Jul.-Sept. <input type="checkbox"/> Oct.-Dec. </div> <div> _____ _____ _____ _____ </div> </div>	PROJECT NAME: _____ _____ Project ID No. _____ Contract No. _____ Legal Entity No. _____ Final Invoice <input type="checkbox"/> (check if final)
---	---

SUBMIT TO: County of Los Angeles Department of Mental Health Chief Information Office Bureau 695 S. Vermont Avenue, 7 th Floor Los Angeles, CA 90005 Attn: Gordon Bunch, MA	CONTRACTOR REMITTANCE INFORMATION: Name: _____ Address: _____ City, State, ZIP: _____ Phone: _____ Email: _____ Contractor's Project Director: _____
---	---

1. Description of work performed during the invoice period.

2. **Invoice Amount by Budget Category:**

<ul style="list-style-type: none"> • Personnel _____ • Hardware _____ • Software _____ 	<ul style="list-style-type: none"> • Contract Services _____ • Other Expenses _____ • Start-up Costs _____
---	---
3. **Total Invoice Amount:** _____
4. Cumulative Amount Invoiced to Date: _____
5. Projected Remaining MHSA Project Costs: _____

Contractor's Project Director **Signature:** _____ **Date:** _____

DMH USE ONLY
County's Project Manager Signature: _____ Date: _____ County's Project Director Signature: _____ Date: _____ APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> If denied, state reason: _____ Green Tags issued: _____ Beginning No.: _____ Ending No.: _____ Silver Tags issued: _____ Beginning No.: _____ Ending No.: _____

Note: Invoices must be submitted in hard copy (paper) format only, including "wet" signatures.

Revised: March, 2011

LOS ANGELES COUNTY – DEPARTMENT OF MENTAL HEALTH
CONTRACT PROVIDER TECHNOLOGICAL NEEDS PROJECTS

INSTRUCTIONS FOR COMPLETING THE INVOICE FORM

General Instructions

Invoices may be submitted monthly or quarterly, pursuant to the Contractor's Technology Needs Funding Agreement (TNFA).

Only one invoice may be submitted per period. Expenses that are attributable to a period which are not invoiced in that period may be invoiced in a subsequent period.

Enter all amounts in dollars and cents.

Except for Start-up Expenses identified in the TNFA, invoiced amounts shall be approved only for goods and/or services both received and paid by the Contractor subsequent to execution of TNFA.

MHSA IT funds may only be used to reimburse project expenses pursuant to the allocation methodology included in the TNFA, if applicable. If an allocation methodology is used, the formula must be noted on the face of each supporting document, e.g., a vendor invoice. For example, "DMH clients served by Project = 80% of all clients. Non-DMH clients = 20%. Please reimburse \$8,000.

Signed Sandra Sample, Contractor's Project Manager."

All supporting documentation, e.g., original vendor invoices, must be signed on the face by the Contractor's Project Manager.

A template for the Invoice form is available for download in MS WORD 2003 format from the CPTT website at: http://dmh.lacounty.gov/hipaa/edi_homepage.html.

DMH Invoice No.	Leave blank.
Invoice Date	Enter the Invoice date in the format MM/DD/YYYY.
Contractor Invoice No.	Enter your (Contractor's) Invoice number.
Invoice Period	Identify the Invoice Period below.
Monthly Month/Date	Check this box if your TNFA indicates monthly invoicing. Enter <u>Fiscal Year</u> in the format YY-YY. Enter both the <u>From</u> date and <u>To</u> date in the format MM/DD/YYYY (e.g., the first and last days of one month).
Quarterly Jan.-Mar. Apr.-Jun. Jul.-Sept. Oct.-Dec.	Check the applicable box if your TNFA indicates quarterly invoicing. Check only one box and use only one line. Enter <u>Fiscal Year</u> in the format YY-YY. Enter both the <u>From</u> date and <u>To</u> date in the format MM/DD/YYYY (e.g., the first day of the first month of the fiscal quarter and last day of the last month of the fiscal quarter).
Project Name	Enter the Project Name as it appears in the TNFA.
Project ID No.	Enter the Project ID No. as it appears on the project approval notification letter.
Contract No.	Enter the contract number as it appears in the TNFA.
Legal Entity No	Enter the Legal Entity number as it appears in the TNFA.
Final Invoice	Check this box if Project is completed and this is the final invoice.

LOS ANGELES COUNTY – DEPARTMENT OF MENTAL HEALTH
CONTRACT PROVIDER TECHNOLOGICAL NEEDS PROJECTS

INSTRUCTIONS FOR COMPLETING THE INVOICE FORM

Contractor Remittance Information	Enter Contractor's remittance information below.
Name	Enter the name of the Contractor as it appears in the TNFA.
Address	Enter Contractor's address of record where DMH currently mails Mental Health Service Agreement payments.
City, State, ZIP	Enter Contractor's City, State, and ZIP Code where DMH currently mails Mental Health Service Agreement payments.
Phone	Enter the phone number of the Contractor's Project Director as it appears in the TNFA.
Email	Enter the e-mail address of the Contractor's Project Director as it appears in the TNFA.
Contractor's Project Director	Enter the name of the Contractor's Project Director as it appears in the TNFA.
1. Description of work performed during the invoice period.	Briefly describe project work that occurred during the invoice period.
2. Invoice Amount by Budget Category:	Enter amounts by category.
Personnel	<p>Enter the amount in dollars and cents for all period expenses which are budgeted as Personnel in the TNFA.</p> <p>All invoices which request reimbursement for payment of wages to a Contractor's employee(s) assigned to the Contractor's CPTN Project shall include as supporting documentation a completed <u>Employee Pay Verification</u> form attesting to (a) number of working hours in the pay period, (b) hours worked on the project, (c) reimbursement calculation, and (d) brief description of work performed on the project. A separate <u>Employee Pay Verification</u> form must be completed for each employee for whom wage reimbursement is requested. The Contractor's Project Manager shall sign <u>Employee Pay Verification</u> forms, except forms requesting wage reimbursement for the Project Manager, which must be signed by the Contractor's Project Director.</p>
Hardware	<p>Enter the amount in dollars and cents for all Hardware expenses in the TNFA.</p> <p>All invoices which request reimbursement for the Hardware purchases must include as attached supporting documentation both (a) an original vendor invoice signed by the Contractor's Project Director, (b) a signed original delivery receipt or packing receipt itemizing purchases, and (c) supporting documentation verifying that the Contractor has paid in full for all goods.</p> <p>Reimbursement may be requested for a partial delivery of goods and may be reimbursed only according to the cost of goods received, including taxes and related charges. In such case, confirmation of payment only for received goods shall suffice.</p>

LOS ANGELES COUNTY – DEPARTMENT OF MENTAL HEALTH
CONTRACT PROVIDER TECHNOLOGICAL NEEDS PROJECTS

INSTRUCTIONS FOR COMPLETING THE INVOICE FORM

Software	Enter the amount in dollars and cents for all Software expenses in the TNFA. See instructions above for "Hardware."
Contract Services	Enter the amount in dollars and cents for all Contract Services expenses in the TNFA. Include as supporting documentation the original invoice itemizing services with hours and rate(s), or itemizing deliverables and costs. Contract Services invoices must be signed on the face by the Contractor's Project Manager.
Other Expenses	Enter the amount in dollars and cents for all Other Expenses in the TNFA. Include as supporting documentation the original invoice itemizing Other Expenses with sufficient detail to justify reimbursement as an expense wholly attributable to the Project.
Start-up Costs	Enter the amount in dollars and cents for all expenses that are funded from Start-up Costs funding identified in the TNFA.
3. Total Invoice Amount	Enter the total amount of expenses that are not funded from Start-up Costs funding.
4. Cumulative Amount Invoiced to Date	Enter total amount of Project invoices submitted to date, including the Start-up Costs invoice, if applicable, and this invoice.
5. Projected Remaining MHSA Project Costs	Enter total amount of remaining Project budget, after subtracting cumulative amount invoiced to date.
Contractor's Project Director Signature	Contractor's Project Director identified in the TNFA must sign and date the Invoice.
Date	Enter date of signature by the Contractor's Project Director.
County's Project Manager Signature	Leave blank.
Date	Leave blank.
County's Project Director Signature	Leave blank.
Date	Leave blank.
Approved	Leave blank.
Denied	Leave blank.
If denied, state reason	Leave blank.

LOS ANGELES COUNTY – DEPARTMENT OF MENTAL HEALTH
FUNDING AGREEMENT FOR TECHNOLOGICAL NEEDS PROJECT

SAMPLE INVOICE

DMH INVOICE NO. (DMH Use Only)	INVOICE DATE: <u>05/31/2010</u>	CONTRACTOR INVOICE NO. <u>IT-2010-05-31</u>
---------------------------------------	---	---

INVOICE PERIOD:

	<u>Fiscal Year</u>	<u>From:</u>	<u>To:</u>
Monthly			
<input checked="" type="checkbox"/> Month/Date	<u>09-10</u>	<u>April 1</u>	<u>April 30</u>
Quarterly			
<input type="checkbox"/> Jan.-Mar.			
<input type="checkbox"/> Apr.-Jun.			
<input type="checkbox"/> Jul.-Sept.			
<input type="checkbox"/> Oct.-Dec.			

PROJECT NAME:

Clinical Data and Practice Mgmt. System Project

Project ID No.	<u>CDM00999A</u>
Contract No.	<u>MH100999</u>
Legal Entity No.	<u>00999</u>
Final Invoice	<input type="checkbox"/> (check if final)

SUBMIT TO:

County of Los Angeles
Department of Mental Health
Chief Information Office Bureau
695 S. Vermont Avenue, 7th Floor
Los Angeles, CA 90005

Attn: Gordon Bunch, MA

CONTRACTOR REMITTANCE INFORMATION:

Name: XYZ Agency, Inc.
Address: 123 Main Street
City, State, ZIP: Los Angeles, CA 90000
Phone: (213) 555-1212
Email: JDoe@XYZAgency.org
Contractor's Project Director: John Doe, Ph.D., Executive Director

- Description of work performed during the invoice period.
PM developed project strategy, charter and plan. ITA (consultant) configured and installed hardware.
Equipment (hardware) purchases completed, equipment received, bill paid.
(Original invoices attached.)
- Invoice Amount by Budget Category:**

• Personnel	<u>\$3,125.00</u>	• Contract Services	<u>\$3,300.00</u>
• Hardware		• Other Expenses	
• Software		• Start-up Costs	<u>\$25,125.00</u>
- Total Invoice Amount:** \$6,425.00
- Cumulative Amount Invoiced to Date: \$35,300.00
- Projected Remaining MHSA Project Costs: \$122,798.00

Contractor's Project Director Signature: John Doe, Ph.D., Executive Director Date: 5/31/10

DMH USE ONLY

County's Project Manager Signature: _____	Date: _____
County's Project Director Signature: _____	Date: _____
APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> If denied, state reason: _____	
Green Tags issued: _____	Beginning No.: _____ Ending No.: _____
Silver Tags issued: _____	Beginning No.: _____ Ending No.: _____

Note: Invoices must be submitted in hard copy (paper) format only, including "wet" signatures.

Revised: April 5, 2010

LOS ANGELES COUNTY – DEPARTMENT OF MENTAL HEALTH
CONTRACT PROVIDER TECHNOLOGICAL NEEDS PROJECTS

SAMPLE START-UP FUNDS REQUEST

DMH INVOICE NO. (DMH Use Only) _____	INVOICE DATE: <u>04/01/2010</u>	CONTRACTOR INVOICE NO. <u>IT-2010-05-30</u>
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INVOICE PERIOD: <table style="width: 100%;"> <tr> <th style="text-align: left;">Monthly</th> <th style="text-align: left;">Fiscal Year</th> <th style="text-align: left;">From:</th> <th style="text-align: left;">To:</th> </tr> <tr> <td><input checked="" type="checkbox"/> Month/Date</td> <td><u>09-10</u></td> <td></td> <td></td> </tr> <tr> <td colspan="4">Quarterly</td> </tr> <tr> <td><input type="checkbox"/> Jan.-Mar.</td> <td></td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Apr.-Jun.</td> <td></td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Jul.-Sept.</td> <td></td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Oct.-Dec.</td> <td></td> <td></td> <td></td> </tr> </table>	Monthly	Fiscal Year	From:	To:	<input checked="" type="checkbox"/> Month/Date	<u>09-10</u>			Quarterly				<input type="checkbox"/> Jan.-Mar.				<input type="checkbox"/> Apr.-Jun.				<input type="checkbox"/> Jul.-Sept.				<input type="checkbox"/> Oct.-Dec.				PROJECT NAME: <u>Clinical Data and Practice Mgmt. System Project</u> Project ID No. <u>CDM00999A</u> Contract No. <u>MH100999</u> Legal Entity No. <u>00999</u> Final Invoice <input type="checkbox"/> (check if final)
Monthly	Fiscal Year	From:	To:																										
<input checked="" type="checkbox"/> Month/Date	<u>09-10</u>																												
Quarterly																													
<input type="checkbox"/> Jan.-Mar.																													
<input type="checkbox"/> Apr.-Jun.																													
<input type="checkbox"/> Jul.-Sept.																													
<input type="checkbox"/> Oct.-Dec.																													

SUBMIT TO: County of Los Angeles Department of Mental Health Chief Information Office Bureau 695 S. Vermont Avenue, 7 th Floor Los Angeles, CA 90005 Attn: Gordon Bunch, MA	CONTRACTOR REMITTANCE INFORMATION: Name: <u>XYZ Agency, Inc.</u> Address: <u>123 Main Street</u> City, State, ZIP: <u>Los Angeles, CA 90000</u> Phone: <u>(213) 555-1212</u> Email: <u>JDoe@XYZAgency.org</u> Contractor's Project Director: <u>John Doe, Ph.D., Executive Director</u>
---	--

1. Description of work performed during the invoice period.

2. **Invoice Amount by Budget Category:**

• Personnel	N/A	• Contract Services	N/A
• Hardware	N/A	• Other Expenses	N/A
• Software	N/A	• Start-up Costs	<u>\$28,875.00</u>

3. **Total Invoice Amount:** \$28,875.00

4. Cumulative Amount Invoiced to Date: \$28,875.00

5. Projected Remaining MHSA Project Costs: \$129,223.00

Contractor's Project Director **Signature:** John Doe, Ph.D., Executive Director Date: 4/01/10

DMH USE ONLY	
County's Project Manager Signature: _____	Date: _____
County's Project Director Signature: _____	Date: _____
APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> If denied, state reason: _____	

IMPORTANT: Start-Up Funds Request must be submitted in hard copy (paper) format only, including the original signature of the Contractor's Project Director.

Revised: April 5, 2010

LOS ANGELES COUNTY – DEPARTMENT OF MENTAL HEALTH
CONTRACT PROVIDER TECHNOLOGICAL NEEDS PROJECTS

INSTRUCTIONS FOR COMPLETING THE START-UP FUNDS REQUEST

General Instructions

The Start-Up Funds Request is a one-time only invoice for Start-up expenses identified in the approved project proposal.

A template for the Start-Up Funds Request form is available for download in MS WORD 2003 format from the CPTT website at: http://dmh.lacounty.gov/hipaa/edi_homepage.html.

DMH Invoice No.	Leave blank.
Invoice Date	Enter the Invoice date in the format MM/DD/YYYY.
Contractor Invoice No.	Enter your (Contractor's) Invoice number.
Invoice Period	Identify the Invoice Period below.
Monthly Month/Date	Check this box if your TNFA indicates monthly invoicing. Enter <u>Fiscal Year</u> in the format YY-YY. Leave the <u>From</u> date and <u>To</u> date blank.
Quarterly Jan.-Mar. Apr.-Jun. Jul.-Sept. Oct.-Dec.	Check the applicable box if your TNFA indicates quarterly invoicing. Check only one box and use only one line. Enter <u>Fiscal Year</u> in the format YY-YY. Leave the <u>From</u> date and <u>To</u> date blank.
Project Name	Enter the Project Name as it appears in the TNFA.
Project ID No.	Enter the Project ID No. as it appears on the project approval notification letter.
Contract No.	Enter the contract number as it appears in the TNFA.
Legal Entity No	Enter the Legal Entity number as it appears in the TNFA.
Final Invoice	Leave blank.
Contractor Remittance Information	Enter Contractor's remittance information below.
Name	Enter the name of the Contractor as it appears in the TNFA.
Address	Enter the address of the Contractor administrative office as it appears in the TNFA.
City, State, ZIP	Enter the City, State, and ZIP Code of the Contractor administrative office as it appears in the TNFA.
Phone	Enter the phone number of the Contractor's Project Director as it appears in the TNFA.
Email	Enter the e-mail address of the Contractor's Project Director as it appears in the TNFA.
Contractor's Project Director	Enter the name of the Contractor's Project Director as it appears in the TNFA.

LOS ANGELES COUNTY – DEPARTMENT OF MENTAL HEALTH
CONTRACT PROVIDER TECHNOLOGICAL NEEDS PROJECTS

INSTRUCTIONS FOR COMPLETING THE START-UP FUNDS REQUEST

1. Description of work performed during the invoice period.	Leave blank.
2. Invoice Amount by Budget Category:	Enter amount of your Start-up request only.
Personnel	Leave blank.
Hardware	Leave blank.
Software	Leave blank.
Contract Services	Leave blank.
Other Expenses	Leave blank.
Start-up Costs	Enter the amount in whole dollars for all Start-up Costs approved for the project. You must request the entire Start-up amount.
3. Total Invoice Amount	Enter the total amount of the Start-up request in whole dollars.
4. Cumulative Amount Invoiced to Date	Enter the total amount of the Start-up request in whole dollars.
5. Projected Remaining MHSA Project Costs	Enter total amount of remaining Project budget, after subtracting Start-up Costs.
Contractor's Project Director Signature	Contractor's Project Director identified in the TNFA must sign and date the Invoice.
Date	Enter date of signature by the Contractor's Project Director.
County's Project Manager Signature	Leave blank.
Date	Leave blank.
County's Project Director Signature	Leave blank.
Date	Leave blank.
Approved	Leave blank.
Denied	Leave blank.
If denied, state reason	Leave blank.

LOS ANGELES COUNTY – DEPARTMENT OF MENTAL HEALTH
CONTRACT PROVIDER TECHNOLOGICAL NEEDS PROJECTS

START-UP FUNDS REQUEST

DMH INVOICE NO. (DMH Use Only) _____	INVOICE DATE: _____	CONTRACTOR INVOICE NO. _____
--	-------------------------------	--

INVOICE PERIOD: <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <u>Fiscal Year</u> <u>From:</u> <u>To:</u> </div> <p>Monthly</p> <p><input type="checkbox"/> Month/Date _____</p> <p>Quarterly</p> <p><input type="checkbox"/> Jan.-Mar. _____</p> <p><input type="checkbox"/> Apr.-Jun. _____</p> <p><input type="checkbox"/> Jul.-Sept. _____</p> <p><input type="checkbox"/> Oct.-Dec. _____</p>	PROJECT NAME: _____ Project ID No. _____ Contract No. _____ Legal Entity No. _____ Final Invoice <input checked="" type="checkbox"/> (check if final)
---	---

SUBMIT TO: County of Los Angeles Department of Mental Health Chief Information Office Bureau 695 S. Vermont Avenue, 7 th Floor Los Angeles, CA 90005 Attn: Gordon Bunch, MA	CONTRACTOR REMITTANCE INFORMATION: Name: _____ Address: _____ City, State, ZIP: _____ Phone: _____ Email: _____ Contractor's Project Director: _____
---	---

1. Description of work performed during the invoice period:

2. **Invoice Amount by Budget Category:**

• Personnel	• Contract Services
• Hardware	• Other Expenses
• Software	• Start-up Costs
3. **Total Invoice Amount:** _____
4. Cumulative Amount Invoiced to Date: _____
5. Projected Remaining MHSA Project Costs: _____

Contractor's Project Director **Signature:** _____ **Date:** _____

DMH USE ONLY	
County's Project Manager Signature: _____	Date: _____
County's Project Director Signature: _____	Date: _____
APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> If denied, state reason: _____	

IMPORTANT: Start-Up Funds Request must be submitted in hard copy (paper) format only, including the original signature of the Contractor's Project Director.

Revised: April 5, 2010

LOS ANGELES COUNTY – DEPARTMENT OF MENTAL HEALTH
CONTRACT PROVIDER TECHNOLOGICAL NEEDS PROJECTS

SAMPLE EMPLOYEE PAY VERIFICATION FORM

Contractor Name: XYZ Agency, Inc.

Legal Entity No.: 00999

Project Name: Clinical Data & Practice Mgmt. System Project

Project ID No: CDM00999A

Invoice Period: 04/01/2010 04/30/2010
Start Date End Date

Employee Name: Sandra Sample

Title/Role: IT Manager (Project Manager)

Hours During Invoice Period: 176
Hours

Hours on Project: N/A
Hours

OR

Percentage Time on Project: 50%
Percentage

Proportion of Time Billable to MHSA: 75%
Percentage

Gross Pay Amount: \$8,333.33

Requested Reimbursement Amount: \$3,125.00

Description of Employee's Work on Project During the Invoice Period:

Employee developed Project Plan, convened review panels, qualified vendors, managed contracting process, conducted needs assessment, and facilitate user input groups.

Contractor's Project Manager
or Project Director Signature

John Doe, Ph.D., Exec. Dir.

Date:

May 4, 2010

LOS ANGELES COUNTY – DEPARTMENT OF MENTAL HEALTH
CONTRACT PROVIDER TECHNOLOGICAL NEEDS PROJECTS

INSTRUCTIONS FOR COMPLETING EMPLOYEE PAY VERIFICATION FORM

General Instructions

Requestor shall submit the original *Employee Pay Verification* in paper form with "wet" signatures to the County's Project Manager. Photocopies or electronic versions will not be accepted.

Enter dollar amounts using dollars and cents.

Contractor Name	Enter the name of the Contractor as it appears in the TNFA.
LE No.	Enter the Legal Entity number as it appears in the TNFA.
Project Name	Enter the Project Name as identified in the TNFA.
Project ID No.	Enter the Project Identification number as it appears in the TNFA.
Invoice Period	Invoice period for which reimbursement is being requested.
Start Date	Enter the date of the first calendar day of the invoice period for which reimbursement is being requested. Use a separate Employee Pay Verification form for each employee and each invoice period.
End Date	Enter the date of the last calendar day of the invoice period for which reimbursement is being requested.
Employee Name	Full name of employee as shown on payroll records.
Title/Role	Title or role of employee in organization. (Include employee's title or role on project in parentheses, if applicable.)
Hours in Invoice Period	Total hours worked by the employee during the invoice period.
Hours on Project	Actual hours during the invoice period in which employee worked on project related tasks. If more applicable, use "Percentage Time on Project" below. Do not use both "Hours on Project" and "Percentage Time on Project."
Percentage Time on Project	Percentage of total working time during the invoice period in which employee worked on project related tasks. If more applicable, use "Hours on Project" above. Use either "Hours on Project" or "Percentage Time on Project." Do not use both.
Proportion of Time Billable to MHSA	Enter percentage of project costs that are approved for MHSA IT funding, as shown in the TNFA.
Gross Pay Amount	Enter the employee's gross pay amount for the period in dollars and cents. Payroll records are not required to be attached as supporting documentation. However, records must be available for audit purposes. Enter amount in dollars and cents to be reimbursed by MHSA IT funds. Please use one of the following equations: <i>Equation A: [(Hours on Project) / (Hours in Invoice Period)] x (Portion of Time Billable to MHSA) x (Gross Pay Amount) = Requested Reimbursement Amount</i>

Revised: November 1, 2011

LOS ANGELES COUNTY – DEPARTMENT OF MENTAL HEALTH
CONTRACT PROVIDER TECHNOLOGICAL NEEDS PROJECTS

INSTRUCTIONS FOR COMPLETING EMPLOYEE PAY VERIFICATION FORM

	<p><i>Example A: [(88 Hours on Project) / (176 Hours in Invoice Period)] x (75% Portion of Time Billable to MHSA) x (\$8,333.33 Gross Pay Amount) = \$3,125.00 Requested Reimbursement Amount</i></p>
	<p>or</p>
	<p><i>Equation B: (Hours in Invoice Period) x (Percentage Time on Project) x (Portion of Time Billable to MHSA) = Requested Reimbursement Amount</i></p>
	<p><i>Example B: (50% Percentage Time on Project) x (75% Portion of Time Billable to MHSA) x (\$8,333.33 Gross Pay Amount) = \$3,125.00 Requested Reimbursement Amount</i></p>
Requested Reimbursement Amount	Total amount being invoiced to DMH.
Description of Employee's Work on Project During the Invoice Period	Briefly describe employee's project-related activities during the invoice period. Description must be consistent with the TNFA. Attach additional pages, if necessary.
Contractor's Project Manager or Project Director Signature	Signature of Contractor's Project Manager or Project Director as identified in the TNFA. Signatures must be "wet" on the printed paper form. <i>Note: If the employee whose time is being verified is the Contractor's Project Manager, the Contractor's Project Director must sign.</i>
Date	Date signed by the Contractor's Project Manager or Project Director.

Revised: April 5, 2010

LOS ANGELES COUNTY – DEPARTMENT OF MENTAL HEALTH
CONTRACT PROVIDER TECHNOLOGICAL NEEDS PROJECTS

EMPLOYEE PAY VERIFICATION FORM

Contractor Name: _____

Legal Entity No.: _____

Project Name: _____

Project ID No: _____

Invoice Period: _____

Start Date _____ End Date _____

Employee Name: _____

Title/Role: _____

Hours During Invoice Period: _____

Hours on Project: _____

OR _____

Percentage Time on Project: _____

Proportion of Time Billable to MHSA: _____

Gross Pay Amount: _____

Requested Reimbursement Amount: _____

Description of Employee's Work on Project During the Invoice Period: _____

Contractor's Project Manager
or Project Director Signature _____

Date: _____

JIT Project Consulting

We always project the right image!



666 Leading Way
Consulton, CA 99222
Phone (310) 555-6666 Fax (310) 555-7777

INVOICE

INVOICE #200
DATE: APRIL 30, 2010

TO:

Dr. John Doe, Executive Director
XYZ Agency
123 Main Street
Los Angeles, CA 90000
(213) 555-1212

FOR:

Clinical Data and Practice Management Project
P.O. # 123

DESCRIPTION	HOURS	RATE	AMOUNT
Information Technology Assistant			
Assessed Hardware Requirements	50	25.00	1250.00
Software Configuration Requirements	80	25.00	2000.00
Assisted in EDI Certification Process	46	25.00	1150.00
<p><i>Per TNFA, 75% approved for MHSA IT Funding. \$4,400.00 x 0.75 = \$3,300.00 Invoice to LAC-DMH. - Sandra Sample, Project Manager</i></p>			
<p>PAID 5/06/10</p>			
TOTAL			4,400.00

Make all checks payable to JIT Consulting

Total due in 15 days. Overdue accounts subject to a service charge of 1% per month.

Thank you for asking us to your business!

Barely Computing

We're not Sleeping. We're Hibernating.

555 Hard Drive
Office Suite
Redmond, CA 91111
(800) 4-ANY-KEY
(888) 111-2222

This invoice for hardware purchases is supporting documentation for the Start-up Funds Request and corresponding First Invoice. It may not be submitted for payment with non Start-up invoices.

Date:
4/25/2010

Invoice #
100



Bill To:
Dr. John Doe, Executive Director
XYZ Agency
123 Main Street
Los Angeles, CA 90000
(213) 555-1212

Ship To:
Sandra Sample, Project Manager
XYZ Agency
123 Main Street
Los Angeles, CA 90000
(213) 555-1212

Qty	Stock #	Description	Unit Price	Total
5	LAP-987-BST	Laptop Computer - 17"	\$1,500.00	\$7,500.00
20	DSK-654-BST	Desktop Computer w/ Monitor	\$1,200.00	\$24,000.00
4	PRN-444-TER	Network Printer B/W	\$500.00	\$2,000.00
<p><i>Per TNFA, 75% approved for MHSA IT Funding. \$33,500.00 x 0.75 = \$25,125.00 Invoice to LAC-DMH. - Sandra Sample, Project Manager</i></p>				
Subtotal				\$33,500.00
Shipping				
Subtotal				\$33,500.00
Sales tax rate				
Sales tax on purchase				
Total				\$33,500.00

PAID 5/6/10

Make all checks payable to Barely Computing

Thank you for bearing with us. We appreciate your business!

COUNTY OF LOS ANGELES

MARVIN J. SOUTHARD, D.S.W.
Director

ROBIN KAY, Ph.D.
Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director



BOARD OF SUPERVISORS
GLORIA MOLINA
MARK RIDLEY-THOMAS
ZEV YAROSLAVSKY
DON KNABE
MICHAEL D. ANTONOVICH

DEPARTMENT OF MENTAL HEALTH

<http://dmh.lacounty.gov>

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

Reply To: [SISA Name and phone number]
Email: [SISA email]

[Date]

TO: [Executive Director]
[Agency Name]
[Agency Address 1]
[Agency Address 2]
[City], [State] [ZIP]

FROM: Gordon Bunch, MA
Los Angeles County Department of Mental Health
Chief Information Office Bureau
695 South Vermont Avenue – 6th Floor
Los Angeles, CA 90005

SUBJECT: MHSA TECHNOLOGICAL NEEDS PROJECT – DENIAL OF INVOICE

Project Name:
Project ID No.:
Contractor Invoice No.:
DMH Invoice No.:
Invoice Date:

The referenced invoice has been reviewed. We are requesting submission of a revised invoice for the following reasons:

- | | |
|---|---|
| <input type="checkbox"/> Invoice form incomplete or incorrect | <input type="checkbox"/> Missing <i>original</i> supporting documentation |
| <input type="checkbox"/> Calculations incorrect | <input type="checkbox"/> Missing Contractor Project Director signature |
| <input type="checkbox"/> Items not budgeted or approved | <input type="checkbox"/> Request exceeds budgeted amount |
| <input type="checkbox"/> Missing MHSA portion allocation methodology on supporting invoices | <input type="checkbox"/> Expenses incorrectly categorized on Invoice form |
| <input type="checkbox"/> Other: _____ | |

Please submit a complete invoice package, including all required forms. Individual replacement pages will not be accepted. Please contact the Analyst assigned to your agency, [SISA name], at (213) [SISA telephone number] or [SISA email] with any questions.

GB:[SISA Initials UPPERCASE]

Attachments (1)

c: [Invoice Preparer (Contractor Name)]
[SISA name]

"To Enrich Lives Through Effective And Caring Service"



Asset Reporting

Asset Reporting

- All assets purchased with MHSA IT funds must be tagged with County asset tags
- Assets are either Portable or Fixed
 - Portable Asset – Value \geq \$100 and $<$ \$5,000
 - Fixed Asset – Value \geq \$5,000
- Portable Assets must bear a **Green** DMH Asset Tag
- Fixed Assets must bear a **Silver** DMH Asset Tag **and** a **Green** DMH Asset Tag

Asset Reporting

- Assets requiring tags will be identified through the invoice process
 - Invoice supporting documentation (e.g. packing slips) will inform DMH of asset purchases and equipment values
- CPTNP Unit will dispense tags following invoice approval and note the invoice form accordingly and send a copy of the approved invoice to the Contractor

Asset Reporting

- Contractor must tag all equipment within three (3) days of receipt of asset tags
- Contractor will report all assets to DMH after they are tagged by completing an "Interim" Assets Inventory Report within ten (10) days of receipt of asset tags
- Asset reports must be project specific

Asset Reporting

- In addition to reporting assets as they are acquired, Contractors must submit project-specific Assets Inventory Reports on a fixed schedule
 - "Initial" Assets Inventory Report
 - Ninety (90) days following execution of TNFA
 - "Annual" Assets Inventory Report
 - At the close of each Fiscal Year (Due by 9/30)
 - "Final" Assets Inventory Report
 - One year after project completion or;
 - Upon contract termination (whichever comes first)

Asset Reporting

- One year following successful project completion
 - County relinquishes its proprietary interest
 - Asset reporting requirement for project assets ends
 - DMH Asset tags may be removed
 - Asset reporting requirement for any ongoing projects continues

Asset Reporting

Notification of Tags Issued on Invoice Form

Contractor's Project Director Signature: _____ Date: _____

DMH USE ONLY

County's Project Manager Signature: _____ Date: _____

County's Project Director Signature: _____ Date: _____

APPROVED ☐ DENIED ☐ If denied, state reason: _____

Green Tags issued: _____ Beginning No.: _____ Ending No.: _____

Silver Tags issued: _____ Beginning No.: _____ Ending No.: _____

Note: Invoices must be submitted in hard copy (paper) format only, including "wet" signatures.
Revised March 2011

Asset Inventory Report (Excerpt)

**LAC ANGELES COUNTY - DEPARTMENT OF MENTAL HEALTH
TECHNOLOGY SUPPORT SERVICES/DMH PROJECTS**

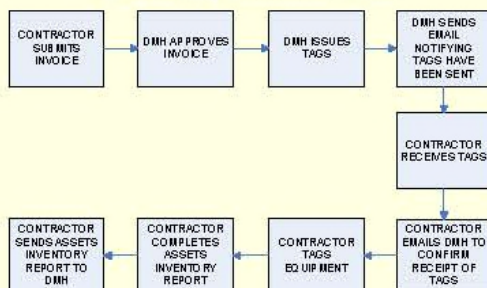
DMH Use Only/DMH ASSET REPORT NO. _____ REPORT TYPE: **DMH Asset Report** ASSET REPORT DATE: _____

ASSET INVENTORY REPORT

No.	Asset Type	Manufacturer & Model	Serial No.	Project Asset ID No.	Green DMH Tag No.	Silver Tag No.	Received Date	Purchase Price	Asset Location	Disposition
1	Tablet	Apple iPad	123456789	101	1001	1002	10/1/10	\$100.00	1010101010	Active
2										
3										
4										
5										
6										
7										
8										
9										
10										

Asset Reporting Process

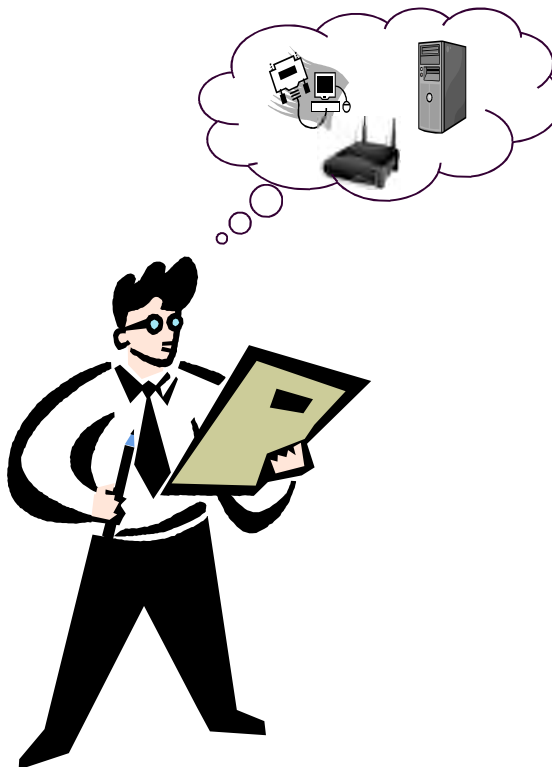
Asset Tag Issuance Flow



Assets - Sample & Instructions

Asset Reports

Sample & Instructions



LOS ANGELES COUNTY - DEPARTMENT OF MENTAL HEALTH
CONTRACT PROVIDER TECHNOLOGICAL NEEDS PROJECTS

(DMH Use Only) DMH ASSET REPORT NO.	REPORT TYPE:	ASSET REPORT DATE:
	(90) Day Initial Report	

ASSETS INVENTORY REPORT

XYZ Agency Inc.

00999

CDM00999A

Contractor Name	Legal Entity No.	Project ID No.
XYZ Agency Inc.	00999	CDM00999A
Project Name	Project Manager	Project Manager Phone No.
Clinical Data & Practice Mgmt. System Project	Sandra Sample	(213) 555-1212

No.	Asset Type	Manufacturer & Model	Serial No.	Project Asset ID No.	Green DMH Tag No.	Server Tag No.	Received Date	Purchase Price	Asset Location	Disposition
ex.	Laptop	Dell / C439807A	1234569808XSDFDF45567	0001	DMH123456	12345678	2/22/2011	\$6,876.00	Main Bldg, Room 212 123 Main St., Los Angeles CA 90000	In Use
1										
2										
3										
4										

Fax completed form(s) to: DMH CIOB Attn: CPTT at 213-252-8744 &
e-mail electronic copy of report to: CPTT@dmh.lacounty.gov

LOS ANGELES COUNTY - DEPARTMENT OF MENTAL HEALTH
CONTRACT PROVIDER TECHNOLOGICAL NEEDS PROJECTS

Instructions for Completing Assets Inventory Report

REPORTING INSTRUCTIONS:

General Instructions

Assets Inventory Reports are project specific and should be limited to assets purchased with Technological Needs Funding Agreement (TNFA) funds that have been added to the Contractor's inventory. If more than one project is included in the TNFA, Contractor must complete a separate Assets Inventory Report for each project at the intervals listed below.

- **Interim Report** - Contractors must submit interim Assets Inventory Reports to report all project specific assets taken into Contractors inventory as they are acquired and tagged throughout the project period. Interim Assets Inventory Reports are due to DMH within ten (10) days of receipt of DMH asset tags.
- **(90) Day Initial Report** - Contractors must submit an initial Assets Inventory Report ninety (90) calendar days after the contract agreement is executed. If Contractor has not taken possession of assets within ninety (90) calendar days, the Contractor should submit an initial Assets Inventory Report indicating that no assets purchased with TNFA funds have been added to the Contractor's inventory.
- **Annual Report** - All assets must be physically inventoried by the Contractor by submitting annually to DMH a cumulative Assets Inventory Report. The Assets Inventory Report must be submitted by September 30th itemizing all assets purchased with TNFA funds added to the Contractor's inventory from the date of execution of the TNFA through the prior fiscal year.
- **Final Report** - Contractor must submit a final report no later than five (5) days after the expiration or termination of the TNFA itemizing ALL assets purchased with TNFA funds added to the Contractor's inventory from the date of execution through the date of expiration/termination of the TNFA.

Report Type	Select the appropriate Report Type from the drop-down list.
Asset Report Date	Enter the date of the Assets Report as MM/DD/YYYY
Contractor Name	Enter the name of the Contractor as it appears in the TNFA.
Legal Entity No.	Enter the Legal Entity number of Contractor as it appears in the TNFA.
Project ID No.	Enter the Project ID No. as it appears on the project approval notification letter.
Project Name	Enter the name of Contractor's project as it appears in the TNFA.
Project Manager	Enter the name of Contractor's Project Manager as identified in the TNFA.
Phone Number	Enter the phone number of Contractor's Project Manager as identified in the TNFA.
Asset Type	Examples of items that require individual tagging and inventory includes any item valued \$100 or more: Computer CPUs Monitors Laptop computers (including notebooks and netbooks) Printers Scanners and OCR devices Routers Servers Server racks Computer desks Photocopiers External storage devices, including hard drives, optical drives, tape backup drives, etc. Wireless (broadband or "air") cards Electronic signature pads and other biometric identification devices.

Revised: March, 2011

Manufacture & Model	Enter the Manufacture name and Model name and number, as applicable, e.g., "GoodBrand - TerraPlex 500."
Serial No.	Unique number located on each item, often located on an ID plate.
Project Asset ID No.	Required for all assets valued \$100 or more. Please number each item sequentially with four digits, starting with "0001".
Green DMH Tag No.	Required for all assets valued \$100 or more. Upon receipt of asset(s), submit a completed "Green Tags Issued" form to Department of Mental Health, Administrative Support Bureau, to request tags for all assets purchased with MHSA IT Funds. Place one tag on each asset in a visible location.
Silver DMH Tag No.	In addition to the DMH Green Tag No., please complete for asset(s) valued \$5,000 or greater. Upon receipt of asset(s), submit a completed "Silver Tags Issued" form to Department of Mental Health, Administrative Support Bureau, to request tags for all assets valued \$5,000 or more, purchased with MHSA IT Funds. Place one tag on each asset in a visible location.
Received Date	Date the asset was delivered to/received by Contractor.
Purchase Price	Your original purchase price, including all customization and upgrades made by OEM if included in purchase price. Do not include sales tax, delivery, handling, or other incidental costs.
Asset Location	Provide the address where the asset is located.
Disposition	Enter disposition of asset. (Unassigned, In-use, lost, stolen, inoperable, contractor salvage)

Revised: March, 2011



Quarterly Project Status Reports (QPSR's)

Quarterly Project Status Reports - (QPSR's)

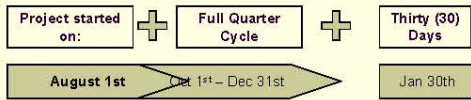
- QPSR(s) must be submitted for each approved project in the TNFA
- QPSR(s) are project specific - one QPSR per project per quarter

Quarterly Project Status Reports - (QPSR's)

- QPSR(s) must reflect the following:
 - Most recent approved Project Schedule (Appendix C - Summary Schedule)
 - Most recent approved Project Budget
 - Show total Budget by Budget categories
 - Show actual expenditures by Budget categories from project start date through close of the report quarter

Quarterly Project Status Reports - (QPSR's)

When is my first QPSR due?



The first QPSR must be submitted no later than 30 days following completion of the first full quarter.

Quarterly Project Status Reports - (QPSR's)

When is my first QPSR due?

Project added to TNFA between:	First QPSR is due to the County by:
July 2 nd – September 30 th (Reporting Period – thru Dec 31 st)	January 30 th
October 2 nd – December 31 st (Reporting Period – thru Mar 31 st)	April 30 th
January 2 nd – March 31 st (Reporting Period – thru Jun 30 th)	July 30 th
April 2 nd – June 30 th (Reporting Period – thru Sep 30 th)	October 30 th

Quarterly Project Status Reports - (QPSR's)

QPSR DUE DATES

Full Quarter Cycles	QPSR is due to the County by:
July – September	October 30 th
October – December	January 30 th
January – March	April 30 th
April – June	July 30 th

Quarterly Project Status Reports - (QPSR's)

- QPSR(s) will be reviewed by the Analyst assigned to the Contractor
- QPSR(s) may be denied
- Denial will be communicated in writing with specific feedback regarding the reason(s) for denial
- QPSR(s) denied by DMH, must be corrected and resubmitted to DMH within 5 business days of notification

Quarterly Project Status Reports - (QPSR's)

- Within 30 calendar days of project completion, Contractor must submit a QPSR that includes a Post Implementation Evaluation Report (PIER)
- QPSR(s) submitted while the project is "Active" should not include the PIER
 - Leave the PIER page blank but include the blank page with the QPSR

Quarterly Project Status Reports (QPSR's)

Samples & Instructions



LOS ANGELES COUNTY – DEPARTMENT OF MENTAL HEALTH
CONTRACT PROVIDER TECHNOLOGICAL NEEDS PROJECTS

SAMPLE Quarterly Project Status Report
For an MHSA-Funded IT Project

DMH CONTROL NO. (DMH Use Only)

PROJECT INFORMATION			
Project Name: <i>Clinical Data and Practice Mgmt. System Project</i>		Project ID No.: <i>CDM00999A</i>	
Contractor Name: <i>XYZ Agency, Inc.</i>		Legal Entity No.: <i>00999</i>	
Contractor's Executive Sponsor: <i>Mary Doe</i>		Title: <i>Director of Clinical Operations</i>	
Project Status	Budget Status	Report for Quarter Ending: <i>12/31/2012</i>	
<input checked="" type="checkbox"/> On Schedule	<input checked="" type="checkbox"/> Within Approved Budget	Project Start Date: <i>04/01/2010</i>	
<input type="checkbox"/> Ahead of Schedule	<input type="checkbox"/> Over Budget	Project End Date: <i>06/27/2013</i>	
<input type="checkbox"/> Behind Schedule			
Contractor's Project Director: <i>Dr. John Doe, Ph.D., Executive Director</i>			
Phone: <i>(213) 555-1212</i>			
Email: <i>JDoe@XYZAgency.org</i>			
Project Objectives: <i>Transition to an electronic clinical data and practice management system with EDI functionality to exchange data electronically with DMH.</i>			
Consortium Agencies (If applicable): <i>N/A</i>			

MAJOR TASK/MILESTONE STATUS							
Task / Milestone	Original Start	Revised Start	Actual Start	Original Completion	Revised Completion	Actual Completion	Status
<i>Project Initiation</i>	<i>04/1/2010</i>	<i>04/15/2010</i>	<i>04/15/2010</i>	<i>05/26/2010</i>	<i>06/09/2010</i>	<i>06/02/2010</i>	<i>Complete</i>
<i>Project Planning</i>	<i>05/27/2010</i>		<i>05/20/2010</i>	<i>09/10/2010</i>		<i>09/01/2010</i>	<i>Complete</i>
<i>Project Execution & Control</i>	<i>06/21/2010</i>		<i>06/11/2010</i>	<i>05/10/2011</i>		<i>05/03/2011</i>	<i>Complete</i>
<i>Project Implementation</i>	<i>04/04/2011</i>		<i>03/04/2011</i>	<i>05/27/2011</i>		<i>05/27/2011</i>	<i>Complete</i>
<i>Ongoing Vendor & Project Support</i>	<i>05/31/2011</i>		<i>05/31/2011</i>	<i>05/28/2013</i>			<i>In Progress</i>
<i>Project Closure</i>	<i>05/29/2013</i>			<i>06/27/2013</i>			<i>Not Started</i>

Revised: August 27, 2010

LOS ANGELES COUNTY – DEPARTMENT OF MENTAL HEALTH
CONTRACT PROVIDER TECHNOLOGICAL NEEDS PROJECTS

TOTAL PROJECT BUDGET INFORMATION (MHSA Funding Only)		
Category	Budgeted Costs	Actual Costs to Date
Personnel	\$ 15,625	\$15,625
Hardware	\$25,125	\$25,125
Software	\$ 0	\$ 0
Contract Services	\$ 117,348	\$103,212
Other Expenses	\$ 0	\$ 0
Total Project Costs	\$ 158,098	\$ 143,962

PROJECT STATUS / MAJOR ACCOMPLISHMENTS / SCHEDULED ACTIVITIES / ISSUES
<p>PROJECT STATUS</p> <ul style="list-style-type: none"> <i>Clinical Data and Practice Management System has been fully implemented</i> <i>Project activities are limited to vendor support of the ASP system, hardware maintenance, and internet services</i> <i>Project is anticipated to close on-schedule on June 27, 2013 with full expenditure of MHSA IT funds</i> <p>MAJOR ACCOMPLISHMENTS DURING THE REPORTING PERIOD</p> <ul style="list-style-type: none"> <i>None</i> <p>SCHEDULED ACTIVITIES FOR THE NEXT FISCAL QUARTER</p> <ul style="list-style-type: none"> <i>None</i> <p>ISSUES</p> <ul style="list-style-type: none"> <i>None</i>

Revised: August 27, 2010

LOS ANGELES COUNTY – DEPARTMENT OF MENTAL HEALTH
CONTRACT PROVIDER TECHNOLOGICAL NEEDS PROJECTS

RISK MANAGEMENT

Risk Report

(Please Provide the Risk Log Along with Mitigation, Contingency Plan for each High Priority Short Term Risk)

ID	Risk (Describe The Risk In Simple Terms; Provide Any Details In Additional Comment Sheets.)	Probability	Impact	Timeframe	Response	Escalated To DMH
1	ASP User Cost Increase	H	L	M	Accept	N-M/L

Explanation Of Entries

- **Probability And Impact Are Based On Three (3) Possible Entries:** High (H), Medium (M), Low (L)
- **Timeframe, Estimation Of How Long The Risk Will Be Relevant:** Short Term (S) <3 months, Medium Term (M) 3 to 6 months, Long Term (L) >6 months
- **Response:** Possible actions are Mitigate, Watch, or Accepted whereby you can either fix the risk through mitigation, watch it to see how it develops, or accept the risk because it is not likely to occur or has minimal impact
- **Escalated to DMH:** Enter the appropriate description of action(s) taken with regard to each reported risk as follows:
 “Yes” = DMH informed of risk immediately upon recognition of the risk and through means other than the *Quarterly Project Status Report* because the risk represents a significant threat to project success.
 “No – M/L” = DMH was not informed because both the Probability and Impact of the risk are not high.
 “No – H” = DMH should have been informed of the risk prior to completion of the current *Quarterly Project Status Report*, but was not informed timely.

List Of Risks That You Might Want To Consider

1. Lack of Clearly-Defined Project Objectives and Business Processes
2. Lack of Clearly Defined Roles and Responsibilities for Stakeholders and Team Members
3. No Project Steering Committee Established
4. Required Funds and Resources are not available in a Timely Manner
5. Lack of Subject Matter Experts with Availability To Share Knowledge in a Timely Manner with The Project Team
6. Lack of Well Defined Requirements or Requirements that are not Finalized
7. Lack of Project Management Methodology and Change Management Process
8. Lack of Knowledge on Technologies Being Used and Stability of Technologies Being Used
9. No Proven Vendor Product (If Package Solution)
10. Excessive Changes after the Completion of the Requirements Phase
11. Lack of User Group Involvement and Buy-In Throughout The Project
12. No Provision for Appropriate Training

Revised: August 27, 2010

LOS ANGELES COUNTY – DEPARTMENT OF MENTAL HEALTH
CONTRACT PROVIDER TECHNOLOGICAL NEEDS PROJECTS

Post Implementation Evaluation Report

Please Include the Following Sections in Your Final Status Report

OBJECTIVES ACHIEVED

Describe the Achieved Objectives in Comparison to the Objectives Listed in the Project Description Section 1.1 of Exhibit 3. Also describe the User and Management Acceptance of the Completed Project.

-

LESSONS LEARNED

Describe Lessons Learned, Best Practices used for the project, any Notable Occurrences, or Factors that contributed to the project's success or problems, or other information, which could be helpful during future project efforts. Describe Problems that were Encountered and How they were Overcome.

-

CORRECTIVE ACTIONS

Note: This section must be included when the project is deemed to be a Limited Success or Failure, or when there are Significant Differences between Project Expectations and Project Results.

If this condition applies, summarize alternatives for improving the outcome.

-

NEXT STEPS

Describe if the project has any Future Phases or Enhancements; or will it be in Maintenance Phase.

-

Revised: August 27, 2010

LOS ANGELES COUNTY – DEPARTMENT OF MENTAL HEALTH
CONTRACT PROVIDER TECHNOLOGICAL NEEDS PROJECTS

Contractor Approvals		
<i>Sandra Sample</i>	<i>1/15/2013</i>	<i>(213) 555-1212</i>
Signature Prepared By	Date	Phone
<i>John Doe, Ph.D., Executive Director</i>	<i>1/17/2013</i>	<i>(213) 555-1212</i>
Signature Contractor's Project Director	Date	Phone

Please submit *Quarterly Project Status Reports* in an electronic format or via fax, including images of "wet" signatures of both the Report Preparer and the Contractor's Project Director.

Email *Quarterly Project Status Reports* to:

CPTT@dmh.lacounty.gov

Or FAX *Quarterly Project Status Reports* to:

DMH CIOB Attn: CPTT
(213) 252-8744

Revised: August 27, 2010

LOS ANGELES COUNTY – DEPARTMENT OF MENTAL HEALTH
CONTRACT PROVIDER TECHNOLOGICAL NEEDS PROJECTS

**INSTRUCTIONS FOR COMPLETING
THE QUARTERLY PROJECT STATUS REPORT**

General Instructions

The *Quarterly Project Status Report* (QPSR) must be completed for all projects included in the Technological Needs Funding Agreement (TNFA) on a Fiscal Year quarterly basis (e.g., July – September, October – December, January – March, and April – June).

The first *Quarterly Project Status Report* must be submitted no later than thirty (30) days following completion of the first full quarter after the project is added to the TNFA, regardless of project start date.

Examples:	TNFA	First QPSR Due:
Project #1 (Original Exhibit A of TNFA)	TNFA Executed May 1, 2010	October 30, 2010
Project #2 (Added as Exhibit A-1 of TNFA)	Added to TNFA Jan. 15, 2011	July 30, 2011

Contractor shall submit the *Quarterly Project Status Report* to the County's Project Manager. Electronic submissions of the *Quarterly Project Status Report* bearing an image of the Contractor's Project Director's signature are preferred. County's Project Manager shall assign a DMH Control Number to track the *Quarterly Project Status Report*. All outstanding *Quarterly Project Status Reports* shall be reviewed on a regular basis by the County's Project Director.

A template for the *Quarterly Project Status Report* is available for download in MS WORD 2003 format from the [CPTT Web site](http://dmh.lacounty.gov/hipaa/edi_homepage.html) at: http://dmh.lacounty.gov/hipaa/edi_homepage.html.

PROJECT INFORMATION	
DMH Control No.	Leave Blank.
Project Name	Enter the Project Name as it appears in the TNFA.
Project ID No.	Enter the Project ID No. as it appears on the project approval notification letter.
Contractor's Executive Sponsor and Title	Enter the name and job title of the Executive Sponsor of the Project.
Contractor Name	Enter the name of the Contractor as it appears in the TNFA.
Legal Entity No.	Enter the Legal Entity number as it appears in the TNFA.
Project Status	Place an "X" in the appropriate checkbox.
Budget Status	Place an "X" in the appropriate checkbox.
Report for Quarter Ending	Enter the end date of the report quarter as MM/DD/YYYY.
Project Start Date	Enter the date the project started as MM/DD/YYYY.
Project End Date	Enter the date the project ended or leave blank if the project is in progress.

Revised: August 27, 2010

LOS ANGELES COUNTY – DEPARTMENT OF MENTAL HEALTH
CONTRACT PROVIDER TECHNOLOGICAL NEEDS PROJECTS

INSTRUCTIONS FOR COMPLETING
QUARTERLY PROJECT STATUS REPORT

Contractor's Project Director	Enter the name of the Contractor's Project Director as it appears in the TNFA.
Phone	Enter the phone number of the Contractor's Project Director.
Email	Enter the e-mail address of the Contractor's Project Director.
Project Objectives	Provide a brief statement of the Project Objectives, consistent with Contractor's description of Project Goals and Objectives as stated in Exhibit 3 – Technological Needs Project Proposal Description, Section 1.1.
Consortium Agencies	If the project is part of a consortium, enter the name of all Legal Entities participating in the consortium.

MAJOR TASK/ MILESTONE	
Task/Milestone	On the first <i>Quarterly Project Status Report</i> , enter the first twelve (12) Tasks/Milestones listed on the most recent DMH approved Appendix C: Summary Project Schedule. On subsequent <i>Quarterly Project Status Reports</i> , please do not show Tasks/Milestones that were reported as completed in previous <i>Quarterly Project Status Reports</i> .
Original Start	Enter the Original Start Date for all listed Tasks/Milestones, as indicated on the original project schedule included in the TNFA.
Revised Start	Enter the Revised Start Date for all listed Tasks/Milestones, whether approved or planned. The Revised Start Date is any actual or planned revision to the Original Start Date identified on Appendix C: Summary Project Schedule of the approved Project exhibit of the TNFA. If the Revised Start Date has not been approved by DMH, a Form of Change Notice and revised Appendix C: Summary Project Schedule must be submitted to DMH.
Actual Start	Enter the actual date work began on each listed Task/Milestone for all Tasks/Milestones listed on the most recent DMH approved version of Appendix C: Summary Project Schedule for the project and add any new Actual Start dates for Tasks/Milestones for which work has started since the last <i>Quarterly Project Status Report</i> was submitted.
Original Completion	Enter the Original Completion Date for all listed Tasks/Milestones as indicated on the original project schedule included in the TNFA.
Revised Completion	Enter the Revised Completion Date for the listed Task/Milestone, whether approved or planned. The Revised Completion Date is any actual or planned revision to the Original Start Date identified on Appendix C: Summary Project Schedule of the approved Project exhibit of the TNFA. If the Revised Completion Date has not been approved by DMH, a Form of Change Notice and revised Appendix C: Summary Project Schedule must be submitted to DMH.
Actual Completion	Enter the Actual Completion Date for all listed Tasks/Milestones listed on the most recent DMH approved Appendix C: Summary Project Schedule

Revised: August 27, 2010

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LOS ANGELES COUNTY – DEPARTMENT OF MENTAL HEALTH
CONTRACT PROVIDER TECHNOLOGICAL NEEDS PROJECTS

INSTRUCTIONS FOR COMPLETING
QUARTERLY PROJECT STATUS REPORT

Status	Enter the Status of the Task/Milestone using the following options: <ul style="list-style-type: none"> • Not Started • In Progress • Complete • Cancelled
---------------	---

TOTAL PROJECT BUDGET INFORMATION (MHSA Funding Only)	
Budgeted Costs:	
a) Personnel	Enter total Personnel costs for the project as shown on Exhibit 4 – Budget Summary of the TNFA or the most recent approved Budget Modification.
b) Hardware	Enter total Hardware costs for the project as shown on Exhibit 4 – Budget Summary of the TNFA or the most recent approved Budget Modification.
c) Software	Enter total Software costs for the project as shown on Exhibit 4 – Budget Summary of the TNFA or the most recent approved Budget Modification.
d) Contract Services	Enter total Contract Services costs for the project as shown on Exhibit 4 – Budget Summary of the TNFA or the most recent approved Budget Modification.
e) Other Expenses	Enter total Other Expenses costs for the project as shown on Exhibit 4 – Budget Summary of the TNFA or the most recent approved Budget Modification.
f) Total Project Costs	Enter total MHSA IT budgeted funds for the project as shown on Exhibit 4 – Budget Summary of the TNFA or the most recent approved Budget Modification.
Actual Costs to Date	
a) Personnel	Enter total actual (cumulative) Personnel costs incurred from the Project Start Date through the end of the reporting period, including Personnel costs paid from Start-up funds.
b) Hardware	Enter total actual (cumulative) Hardware costs incurred from the Project Start Date through the end of the reporting period, including Hardware costs paid from Start-up funds.
c) Software	Enter total actual (cumulative) Software costs incurred from the Project Start Date through the end of the reporting period, including Software costs paid from Start-up funds.
d) Contract Services	Enter total actual (cumulative) Contract Services costs incurred from the Project Start Date through the end of the reporting period, including Contract Services costs paid from Start-up funds.
e) Other Expenses	Enter total actual (cumulative) Other Expenses incurred from the Project Start Date through the end of the reporting period, including Other Expenses paid from Start-up funds.
f) Total Project Costs	Enter total MHSA IT funds expended from the Project Start Date through the end of the reporting period, including expenses paid from Start-up funds.

Revised: August 27, 2010

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LOS ANGELES COUNTY – DEPARTMENT OF MENTAL HEALTH
CONTRACT PROVIDER TECHNOLOGICAL NEEDS PROJECTS

INSTRUCTIONS FOR COMPLETING
QUARTERLY PROJECT STATUS REPORT

PROJECT STATUS / MAJOR ACCOMPLISHMENTS / SCHEDULED ACTIVITIES / ISSUES	
Project Status	Provide a general summary of project status as of the end of the most recent quarter completed.
Major Accomplishments During the Reporting Period	List major accomplishments during the most recent quarter completed. If no major accomplishments during the reporting period, note as "None".
Scheduled Activities For The Next Fiscal Quarter	List any project-related activities scheduled for the next quarter (e.g., training, user acceptance testing, Go-Live, etc). If no activities are scheduled, note as "None".
Issues	List any issues that may impact the project scope, approach, schedule, and/or budget. If there are no issues to report, note as "None".

RISK MANAGEMENT	
Risk Report	
a) ID	Enter a sequential number for each risk reported beginning with "1".
b) Risk	Describe each reported risk in simple terms. A more detailed description of each risk may be provided on an additional comments sheet.
c) Probability	Enter the appropriate alpha code to describe the probability of the occurrence of each reported risk as follows: <ul style="list-style-type: none"> • "H" = High • "M" = Medium • "L" = Low
d) Impact	Enter the appropriate alpha code to describe the likely impact of each reported risk on project success as follows: <ul style="list-style-type: none"> • "H" = High • "M" = Medium • "L" = Low
e) Timeframe	Enter the appropriate alpha code to describe the estimation of how long the reported risk will be relevant to the project as follows: <ul style="list-style-type: none"> • "S" = Short Term (< 3 Months) • "M" = Medium Term (3 to 6 Months) • "L" = Long Term (> 6 Months)
f) Response	Enter the appropriate description of action(s) that will be taken with regard to each reported risk as follows: <ul style="list-style-type: none"> • "Mitigate" = Action(s) will be taken to reduce negative impact of the risk. • "Watch" = Take no direct action(s) and continue to monitor. • "Accept" = Accept risk because it is unlikely to occur or its occurrence is unlikely to significantly impact project success.

Revised: August 27, 2010

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LOS ANGELES COUNTY – DEPARTMENT OF MENTAL HEALTH
CONTRACT PROVIDER TECHNOLOGICAL NEEDS PROJECTS

**INSTRUCTIONS FOR COMPLETING
QUARTERLY PROJECT STATUS REPORT**

g) Escalated to DMH	<p>Enter the appropriate description of action(s) taken with regard to each reported risk as follows:</p> <ul style="list-style-type: none"> • “Yes” = DMH informed of risk immediately upon recognition of the risk and through means other than the <i>Quarterly Project Status Report</i> because the risk represents a significant threat to project success. • “No – M/L” = DMH was not informed because both the Probability and Impact of the risk are not high. • “No – H” = DMH should have been informed of the risk prior to completion of the current <i>Quarterly Project Status Report</i>, but was not informed timely.
----------------------------	---

POST IMPLEMENTATION EVALUATION REPORT

General Instructions	Complete the Post Implementation Evaluation Report (PIER) <u>only</u> at Project Closure as part of the <i>Quarterly Project Status Report</i> to be submitted to DMH within thirty (30) calendar days following project completion.
Objectives Achieved	Describe the achieved objectives in comparison to the objectives listed in the Project Description Section 1.1 of Exhibit 3 of the TNFA Exhibit A. Include in this section a description of User and Management acceptance of the completed project.
Lessons Learned	Describe lessons learned, best practices used for the project, any notable occurrences, or factors that contributed to project success, problems, or other information which would be helpful during future project efforts. Describe problems that were encountered and how they were overcome.
Corrective Actions	Leave blank unless the project is deemed to be a limited success or failure, or when there are significant differences between project expectations and project results. If significant differences between project expectations and project results are anticipated, summarize alternatives for improving the outcome.
Next Steps	If the project has any planned future phases or enhancements, use this section to describe any planned future phases or enhancements. If the project will be in the Maintenance Phase subsequent to project closure, indicate “Maintenance Phase”. Indicate “None”, if no future actions are planned.

CONTRACTOR APPROVALS

Prepared By Signature	Preparer must sign the <i>Quarterly Project Status Report</i> .
Date	Enter date of signature by the Preparer.
Phone	Enter the work telephone number of the Preparer.

Revised: August 27, 2010

LOS ANGELES COUNTY – DEPARTMENT OF MENTAL HEALTH
CONTRACT PROVIDER TECHNOLOGICAL NEEDS PROJECTS

**INSTRUCTIONS FOR COMPLETING
QUARTERLY PROJECT STATUS REPORT**

Contractor's Project Director Signature	Contractor's Project Director identified in the TNFA must sign the <i>Quarterly Project Status Report</i> .
Date	Enter date of signature by the Contractor's Project Director.
Phone	Enter the work telephone number of the Contractor's Project Director.



Quarterly Project Status Report

For an MHSA-Funded IT Project

Revised: August 27, 2010

LOS ANGELES COUNTY – DEPARTMENT OF MENTAL HEALTH
CONTRACT PROVIDER TECHNOLOGICAL NEEDS PROJECTS

TOTAL PROJECT BUDGET INFORMATION (MHSA Funding Only)		
Category	Budgeted Costs	Actual Costs to Date
Personnel		
Hardware		
Software		
Contract Services		
Other Expenses		
Total Project Costs		

PROJECT STATUS / MAJOR ACCOMPLISHMENTS / SCHEDULED ACTIVITIES / ISSUES
<p>PROJECT STATUS</p> <ul style="list-style-type: none">
<p>MAJOR ACCOMPLISHMENTS DURING THE REPORTING PERIOD</p> <ul style="list-style-type: none">
<p>SCHEDULED ACTIVITIES FOR THE NEXT FISCAL QUARTER</p> <ul style="list-style-type: none">
<p>ISSUES</p> <ul style="list-style-type: none">

Revised: August 27, 2010

LOS ANGELES COUNTY – DEPARTMENT OF MENTAL HEALTH
CONTRACT PROVIDER TECHNOLOGICAL NEEDS PROJECTS

RISK MANAGEMENT						
Risk Report (Please Provide the Risk Log Along with Mitigation, Contingency Plan for each High Priority Short Term Risk)						
ID	Risk (Describe The Risk In Simple Terms; Provide Any Details In Additional Comment Sheets.)	Probability	Impact	Timeframe	Response	Escalated To DMH

Explanation Of Entries

- Probability And Impact Are Based On Three (3) Possible Entries:** High (H), Medium (M), Low (L)
- Timeframe, Estimation Of How Long The Risk Will Be Relevant:** Short Term (S) <3 months, Medium Term (M) 3 to 6 months, Long Term (L) >6 months
- Response:** Possible actions are Mitigate, Watch, or Accepted whereby you can either fix the risk through mitigation, watch it to see how it develops, or accept the risk because it is not likely to occur or has minimal impact.
- Escalated to DMH:** Enter the appropriate description of action(s) taken with regard to each reported risk as follows:
 "Yes" = DMH informed of risk immediately upon recognition of the risk and through means other than the *Quarterly Project Status Report* because the risk represents a significant threat to project success.
 "No - M/L" = DMH was not informed because both the Probability and Impact of the risk are not high.
 "No - H" = DMH should have been informed of the risk prior to completion of the current *Quarterly Project Status Report*, but was not informed timely.

List Of Risks That You Might Want To Consider

1. Lack of Clearly-Defined Project Objectives and Business Processes
2. Lack of Clearly Defined Roles and Responsibilities for Stakeholders and Team Members
3. No Project Steering Committee Established
4. Required Funds and Resources are not available in a Timely Manner
5. Lack of Subject Matter Experts with Availability To Share Knowledge in a Timely Manner with The Project Team
6. Lack of Well Defined Requirements or Requirements that are not Finalized
7. Lack of Project Management Methodology and Change Management Process
8. Lack of Knowledge on Technologies Being Used and Stability of Technologies Being Used
9. No Proven Vendor Product (If Package Solution)
10. Excessive Changes after the Completion of the Requirements Phase
11. Lack of User Group Involvement and Buy-In Throughout The Project
12. No Provision for Appropriate Training

Revised: August 27, 2010

LOS ANGELES COUNTY – DEPARTMENT OF MENTAL HEALTH
CONTRACT PROVIDER TECHNOLOGICAL NEEDS PROJECTS

Post Implementation Evaluation Report

Please Include the Following Sections in Your Final Status Report

OBJECTIVES ACHIEVED

Describe the Achieved Objectives in Comparison to the Objectives Listed in the Project Description Section 1.1 of Exhibit 3. Also describe the User and Management Acceptance of the Completed Project.

•

LESSONS LEARNED

Describe Lessons Learned, Best Practices used for the project, any Notable Occurrences, or Factors that contributed to the project's success or problems, or other information, which could be helpful during future project efforts. Describe Problems that were Encountered and How they were Overcome.

•

CORRECTIVE ACTIONS

Note: This section must be included when the project is deemed to be a Limited Success or Failure, or when there are Significant Differences between Project Expectations and Project Results.

If this condition applies, summarize alternatives for improving the outcome.

•

NEXT STEPS

Describe if the project has any Future Phases or Enhancements; or will it be in Maintenance Phase.

•

Revised: August 27, 2010

LOS ANGELES COUNTY – DEPARTMENT OF MENTAL HEALTH
CONTRACT PROVIDER TECHNOLOGICAL NEEDS PROJECTS

Contractor Approvals		
Signature Prepared By	Date	Phone
Signature Contractor's Project Director	Date	Phone

Please submit *Quarterly Project Status Reports* in an electronic format or via fax, including images of "wet" signatures of both the Report Preparer and the Contractor's Project Director.

Email *Quarterly Project Status Reports* to:

CPTT@dmh.lacounty.gov

Or FAX *Quarterly Project Status Reports* to:

DMH CIOB Attn: CPTT
(213) 252-8744

Revised: August 27, 2010

COUNTY OF LOS ANGELES

MARVIN J. SOUTHARD, D.S.W.
Director

ROBIN KAY, Ph.D.
Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director



BOARD OF SUPERVISORS

GLORIA MOLINA
MARK RIDLEY-THOMAS
ZEV YAROSLAVSKY
DON KNABE
MICHAEL D. ANTONOVICH

DEPARTMENT OF MENTAL HEALTH

<http://dmh.lacounty.gov>

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

Reply To: [SISA Name and phone number]
Email: [SISA email]

[Date]

TO: [Executive Director]
[Agency Name]
[Agency Address 1]
[Agency Address 2]
[City], [State] [ZIP]

FROM: Gordon Bunch, MA
Los Angeles County Department of Mental Health
Chief Information Office Bureau
695 South Vermont Avenue – 6th Floor
Los Angeles, CA 90005

**SUBJECT: MHSA TECHNOLOGICAL NEEDS PROJECT
REVISION REQUIRED: QUARTERLY PROJECT STATUS REPORT**

Project Name:
Project ID No.:
DMH Control #:
Report Period:

The referenced Quarterly Project Status Report has been reviewed. We are requesting submission of a revised report for the following reasons:

- | | |
|--|---|
| <input type="checkbox"/> Project information is incomplete | <input type="checkbox"/> Budget calculations are incorrect |
| <input type="checkbox"/> Milestone status is incomplete | <input type="checkbox"/> Risk management is incomplete |
| <input type="checkbox"/> Budget information is incomplete | <input type="checkbox"/> Status/accomplishments/issues are incomplete |
| <input type="checkbox"/> Other: _____ | |
| <input type="checkbox"/> Comments: _____ | |

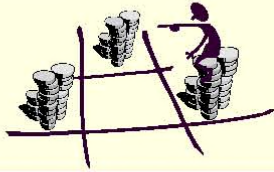
Please submit a revised Quarterly Project Status Report. Please contact the Analyst assigned to your agency, [SISA name], at (213) [SISA telephone number] or [SISA email] with any questions.

GB:[SISA Initials UPPERCASE]

Attachments (1)

c: [Report Preparer (Contractor Name)]
[SISA name]

"To Enrich Lives Through Effective And Caring Service"



Form of Change Notice

Form of Change Notice

- ≤ 15% shifts within a Project Budget
- ≤ 15% shifts between 2 or more Projects
- ≤ 15% of any project budget – shifting uncommitted funds to or from your Total Compensation Amount (TCA)
- Modify Project Scope, Schedule, Approach
- Add a new project to the TNFA

Form of Change Notice - General Guidelines

- Changes should be limited as much as possible
- Changes should be anticipated ≥ 60 days in advance
- Contractor's expenditures must be consistent with approved budgets until a change request is approved by DMH
- Change requests cannot be retroactive

Form of Change Notice - Review Process - Approval

- An Analyst will review Forms of Change Notice within 5 business days of receipt
- Six additional business days are allowed for review and approval by the County Project Manager and the County's Project Director
- Change request is effective upon date signed by County's Project Director

Form of Change Notice - Review Process - Approval

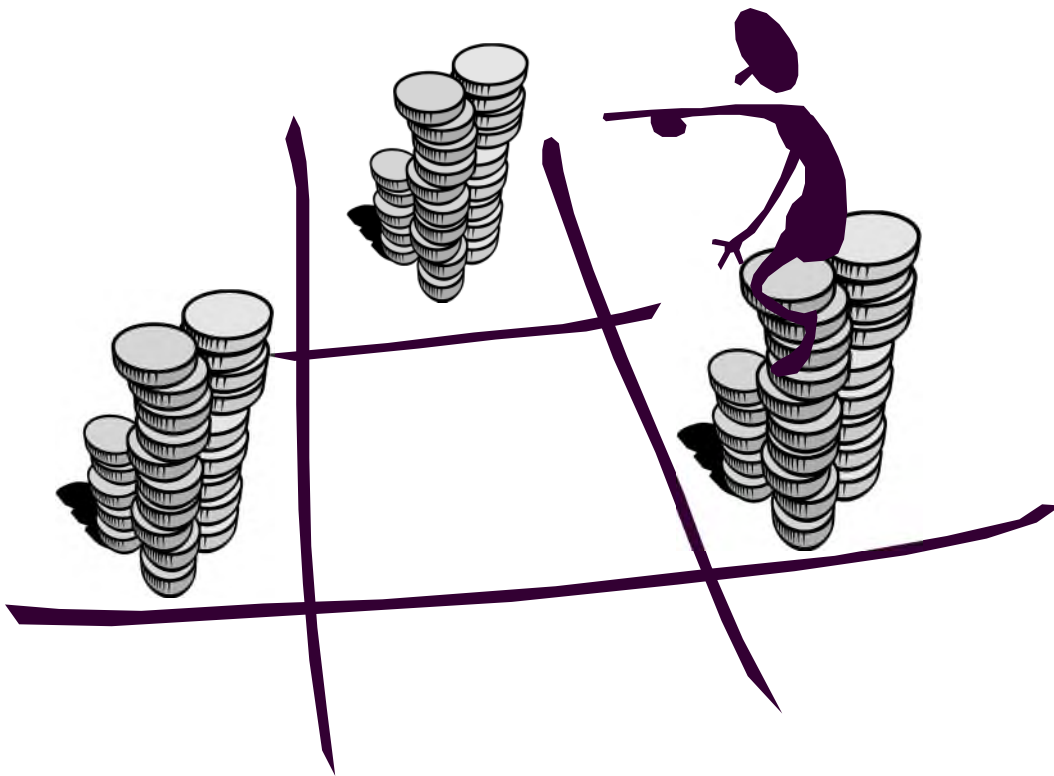
- Contractor will be notified of approval of the change request via e-mail
- Notification of approval will include a copy of the fully executed Form of Change Notice and all supporting documentation (i.e., Revised project budget, project schedule, etc.)

Form of Change Notice - Review Process - Denial

- Contractor will receive a Denial of Change Notice within 10 business days of receipt of Form of Change Notice request
- Reason for denial will be indicated
- Contractor will need to resubmit a revised Form of Change Notice

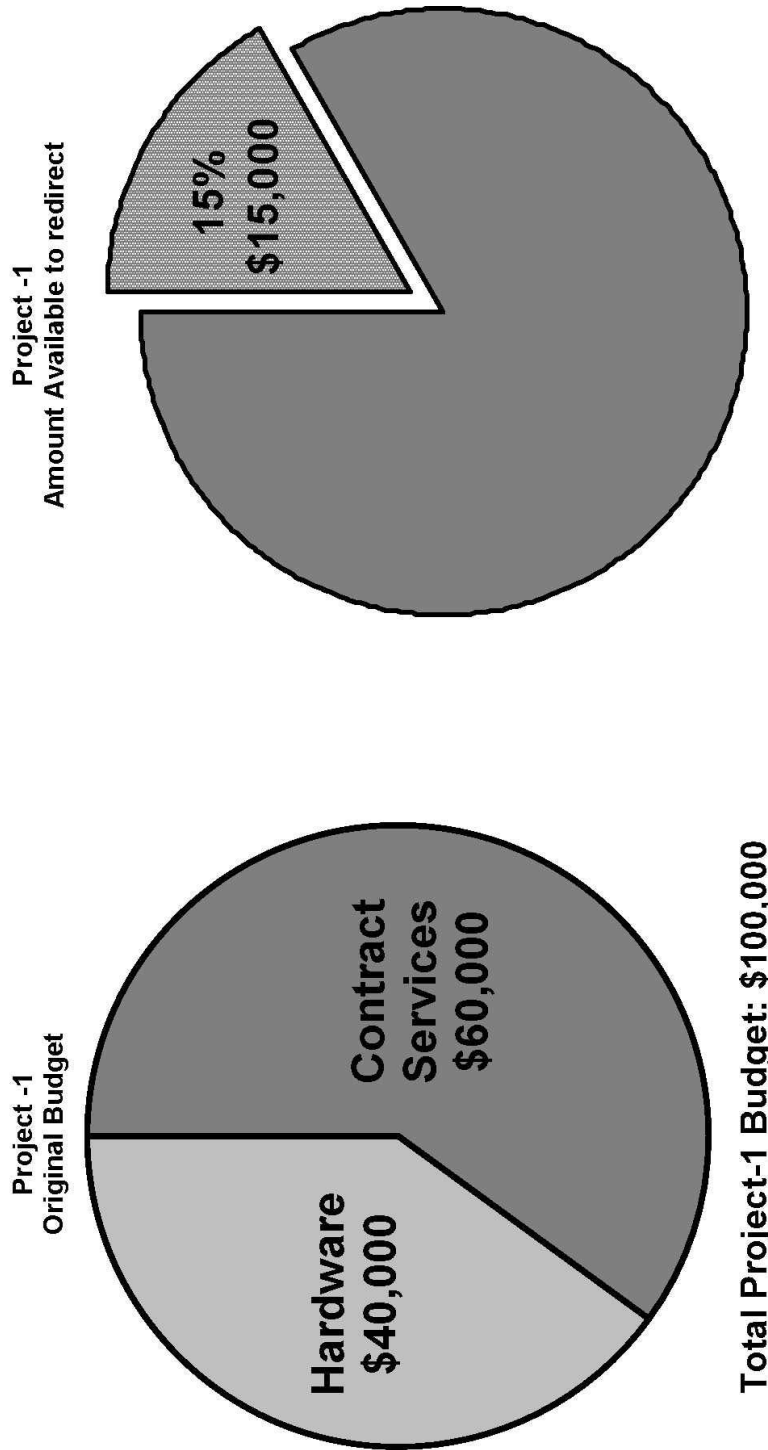
Change Notice

Budget Modifications between Project Categories



XYZ AGENCY, INC.

15% Maximum Movement between Project Categories via Change Notice



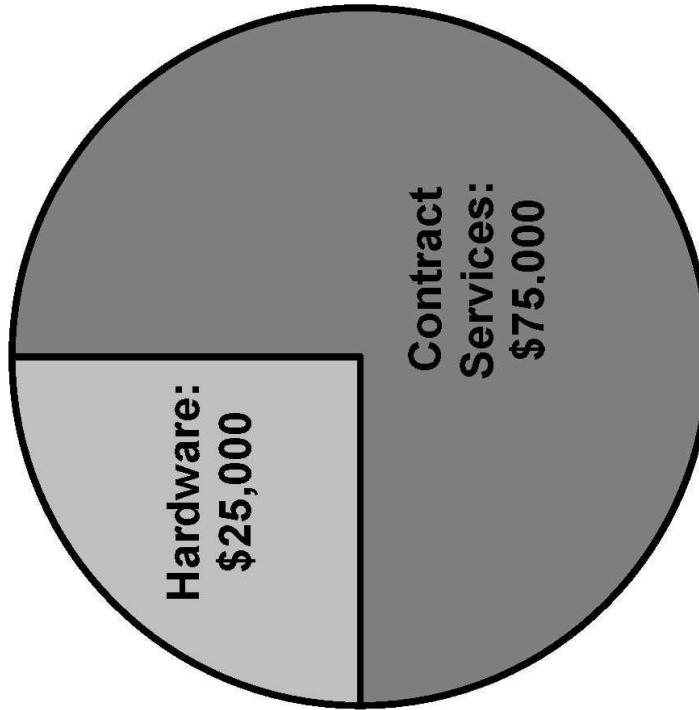
XYZ Agency, Inc. has an approved **Project-1** with a total budget of \$100,000. Project-1 consists of two (2) budget categories; Contract Services and Hardware. As the project progresses, XYZ Agency's hardware needs are less than expected but their Contract Services expenses are more than anticipated.

Via a Change Notice, Contractor may shift a **maximum of 15% of the total project budget** between budget categories. In the example above, XYZ Agency may request a shift of up to \$15K from Hardware to Contract Services.

XYZ AGENCY, INC.

15% Maximum Movement between Project Categories via Change Notice

Project -1
Revised Budget



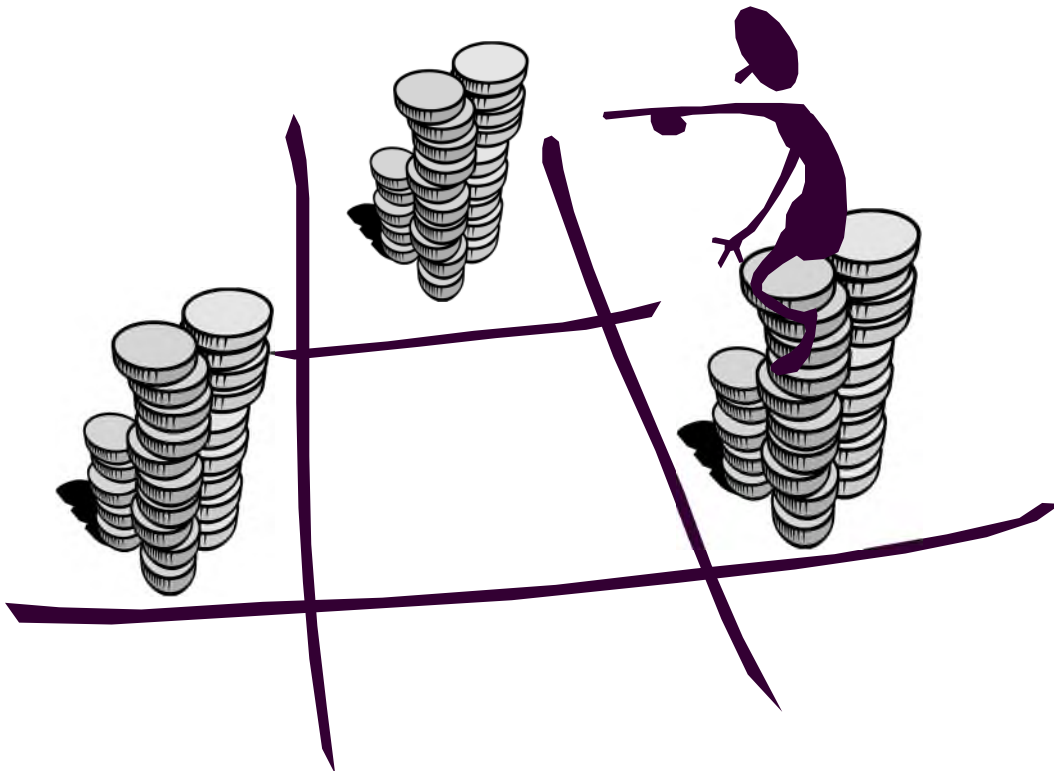
Total Project-1 Budget: \$100,000

Following approval of the Form of Change Notice by DMH, XYZ Agency was able to increase its Contract Services budget amount for Project-1 to \$75,000 and decrease its Hardware budget amount to \$25,000. Since the maximum allowable amount was shifted between budget categories, no future shift of funds between budget categories for Project-1 can be made via a Change Notice.

Note that the total budgeted amount for Project-1 has not changed and remains at \$100,000.

Change Notice

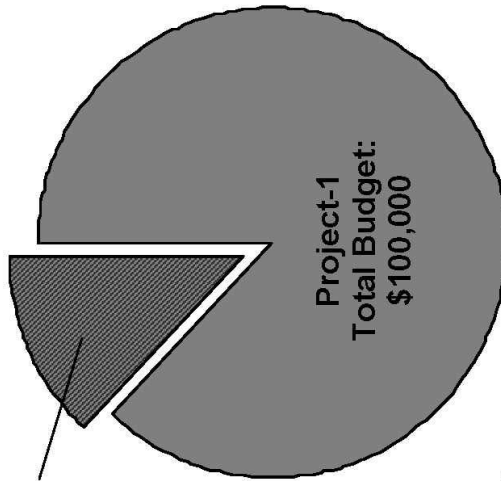
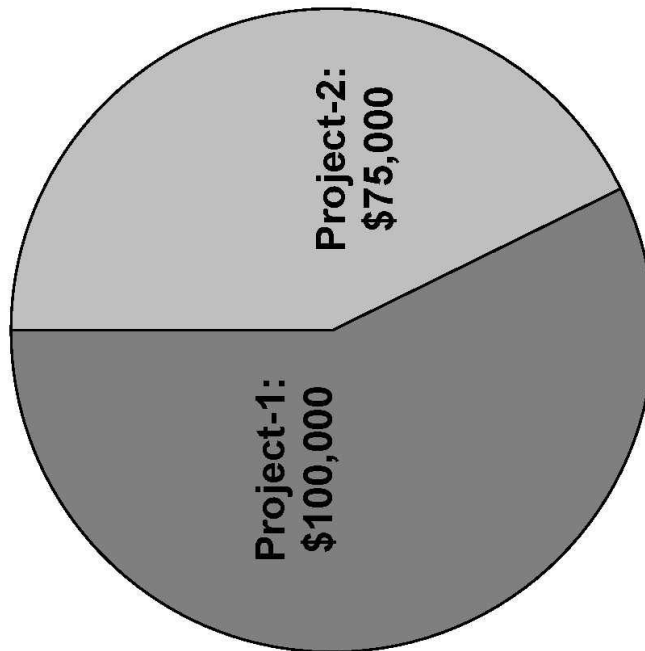
Budget Modifications between Approved Projects



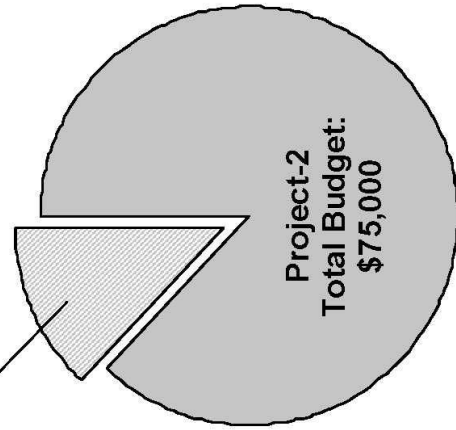
XYZ AGENCY, INC.

15% Maximum Movement between Approved Projects via Change Notice

ORIGINAL BUDGETS



Maximum Amount allowed to
be shifted into or out of
Project-1: \$15,000
(15% of Project Total)



Maximum Amount allowed to
be shifted into or out of
Project-2: \$11,250
(15% of Project Total)

Total Budget for Project 1 and 2: \$175,000

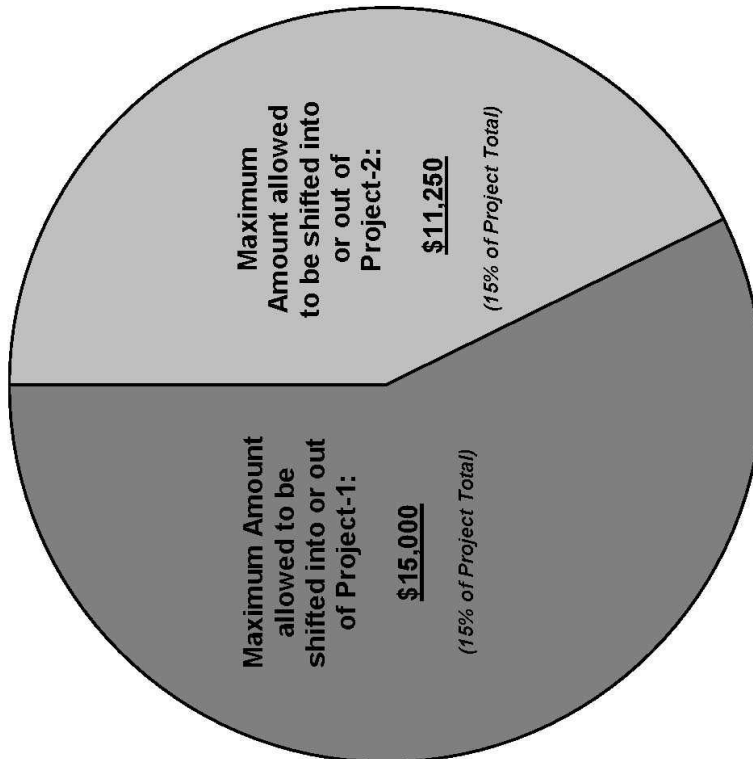
XYZ Agency, Inc. has two approved projects; Project-1 with a budget of \$100K and Project-2 with a budget of \$75K. As the projects progress, XYZ agency's budgetary needs for Project-2 are more than anticipated.

Via a Change Notice a **maximum of 15% of any project budget may be shifted to one or more projects.**

XYZ AGENCY, INC.

15% Maximum Movement between Approved Projects via Change Notice

ORIGINAL BUDGETS

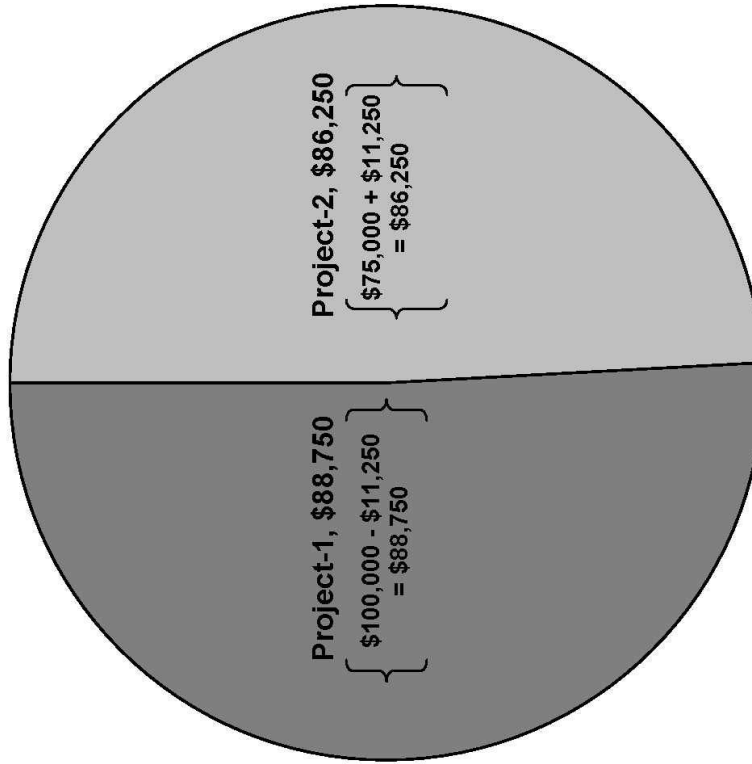


Total Budget for Project 1 and 2: **\$175,000**

Although Project-1 has \$15,000 available for movement, Project-2 is restricted by its own 15% limit. Therefore, Project-2 may only receive a maximum of \$11,250.

Note that the total of each separate project budget has changed, but the sum of Projects 1&2 has not changed and remains at \$175,000.

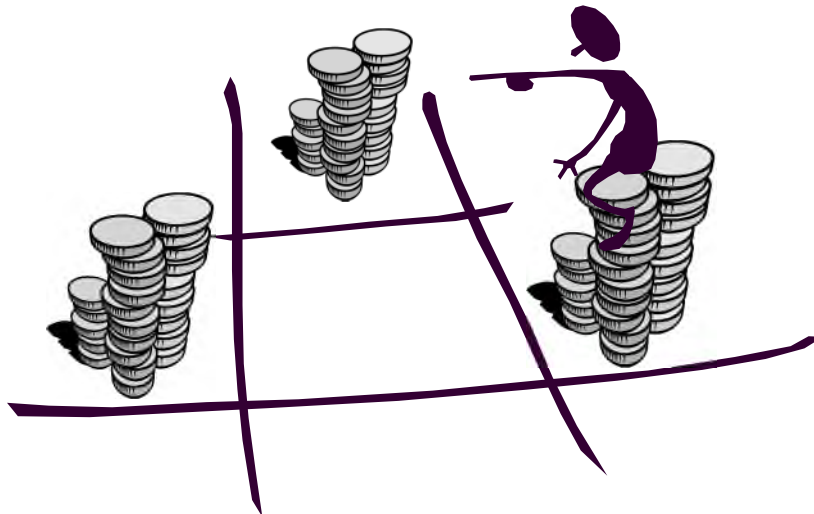
REVISED BUDGETS



Total Budget for Project 1 and 2: **\$175,000**

Form of Change Notice

Sample & Instructions



LOS ANGELES COUNTY – DEPARTMENT OF MENTAL HEALTH
CONTRACT PROVIDER TECHNOLOGICAL NEEDS PROJECTS

SAMPLE FORM OF CHANGE NOTICE

REQUEST DATE: <i>August 13, 2010</i>	DMH CONTROL NO. (DMH Use Only)
REQUESTOR INFORMATION: Contractor Name: <u>XYZ Agency, Inc.</u> Address: <u>123 Main Street</u> City, State, ZIP: <u>Los Angeles, CA 90000</u> Phone: <u>(213) 555-1212</u> Email: <u>JDoe@XYZagency.org</u> Contractor's Project Director: <u>John Doe, Ph.D., Executive Director</u>	
PROJECT NAME: <u>Clin. Data & Practice Mgmt. System Project</u> Project ID No. <u>CDM00999A</u> Contract No. <u>MH100999</u> Legal Entity No. <u>00999</u>	

1. **Shift of project funds up to 15% of original project budget:**

☒ Between budget categories within a project ☐ Between two or more approved projects:

From Project No(s). _____ To Project No(s). _____

2. **Change project budget within 15% of original project budget. Total Compensation Amount (TCA) remains the same and funds are not shifting to/from other approved project(s):**

- ☐ Increase project budget, adding funds from remaining TCA
☐ Decrease project budget, returning funds to TCA

Project Budget Change:	Original Budget	Revised Budget	Percent of Change

3. **Add or Modify Technological Needs Project Proposal (Exhibit A):**

- ☐ Add a new Project ☐ Modify Project Schedule
☐ Modify Project Scope ☐ Modify Project Approach ☐ Other

Description: Request to modify budget to accommodate purchase of 5 more desktop computers with monitors (\$1,200 each X 5 = \$6,000), by reallocating to Hardware funds from Contract Services.

Contractor's Project Director **Signature:** John Doe, Ph.D., Executive Director Date: 08/13/10

DMH USE ONLY	
County's Project Manager Signature: _____	Date: _____
County's Project Director Signature: _____	Date: _____
APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> If denied, state reason: _____	

LOS ANGELES COUNTY – DEPARTMENT OF MENTAL HEALTH
CONTRACT PROVIDER TECHNOLOGICAL NEEDS PROJECTS

**INSTRUCTIONS FOR COMPLETING
FORM OF CHANGE NOTICE**

General Instructions

The *Form of Change Notice* must be used for all requested changes to an approved project's scope, schedule, approach, or budget. For changes in a project budget, use the Form of Change Notice when the budget change is within 15% of the original approved project budget. Budget changes of an amount greater than 15% of the original approved project budget must be requested using a Request for Contract Amendment form.

Requestor must include all information as set forth in Technological Needs Funding Agreement (TNFA), Paragraph 6.0 (Change Notices and Amendments). Please:

- (a) complete or check all applicable boxes,
- (b) provide a brief description of the request where indicated, and
- (c) attach revised and/or supporting documents, as applicable.

If you are adding a new project and/or shifting funds to a new project, the project must be formally approved prior to submission of the Form of Change Notice.

Requestor shall submit the Form of Change Notice to the County's Project Manager. Electronic submissions of the Form of Change Notice bearing an image of the Contractor's Project Director's signature are preferred. County's Project Manager shall assign a DMH Control Number to track the Change Notice. All outstanding Change Notices shall be reviewed on a regular basis by the County's Project Director.

A template for the Form of Change Notice is available for download in MS WORD 2003 format from the CPTT website at: http://dmh.lacounty.gov/hipaa/edi_homepage.html.

Request Date	Enter the date of the Change Notice request as MM/DD/YYYY.
DMH Control No.	Leave Blank. This field is for DMH use only.
Contractor Name	Enter the name of the Contractor as it appears in the TNFA.
Address	Enter the address of the Contractor administrative office as it appears in the TNFA.
City, State, ZIP	Enter the City, State, and ZIP Code of the Contractor administrative office as it appears in the TNFA.
Phone	Enter the phone number of the Contractor's Project Director as it appears in the TNFA.
Email	Enter the e-mail address of the Contractor's Project Director as it appears in the TNFA.
Contractor's Project Director	Enter the name of the Contractor's Project Director as it appears in the TNFA.
Project Name	Enter the Project Name as it appears in the TNFA.
Project ID No.	Enter the Project Identification number as it appears on the project approval notification letter.
Contract No.	Enter the contract number as it appears in the TNFA.

LOS ANGELES COUNTY – DEPARTMENT OF MENTAL HEALTH
CONTRACT PROVIDER TECHNOLOGICAL NEEDS PROJECTS

**INSTRUCTIONS FOR COMPLETING
FORM OF CHANGE NOTICE**

Legal Entity No.	Enter the Legal Entity number as it appears in the TNFA.
(Option 1) Shift of Project Funds up to 15% of original Project Budget a) Between budget categories within a single project	<p>Check this box if your objective is to move budgeted funds from one or more expense category(-ies) to one or more other expense category(-ies) within the same budget.</p> <p>Contractor may shift up to 15% of the original approved total project budget between project budget categories. For example, if a project budget is approved at \$100,000, contractor may redirect up to \$15,000 from one budget category to another budget category (e.g. reducing Personnel Costs by \$15,000 and increasing Contract Services by \$15,000). Funds moved out of one budget category may be redirected to multiple budget categories within the same project budget. Once funds are redirected within a project budget, the overall total budget amount for the project must be unchanged. Shifts of less than 15% are permissible and multiple shifts are permissible, but the cumulative percentage shift via Change Notices must not exceed 15%.</p> <p>Submit a completed Budget Change Worksheet.</p>
Shift of Project Funds up to 15% of original Project Budget b) Between approved project and one or more approved projects	<p>Check this box if your objective is to move budgeted funds from one or more approved project(s) to one or more other approved project(s), and specify all Project ID numbers on next line.</p> <p>If the TNFA includes more than one project, Contractor may shift up to 15% of the original approved total project budget between approved projects via a Change Notice. For example, if Project A is approved at \$100,000, the contractor may redirect up to \$15,000 from Project A to Project B under the condition that Project B has an original budget amount sufficient enough to allow an increase of \$15,000. If Project B has a budget less than Project A, the amount that may be shifted from Project A will be limited to 15% of the original budget of Project B, as Project B can only be increased by 15% of its original project budget. Multiple budget shifts are permissible, but once a project budget has reached the 15% maximum allowable increase or decrease, no further funds may be shifted into a project or redirected to a project via a Change Notice. Contractor must list all projects impacted by the shift by indicating the Project ID(s) of all projects impacted by the change.</p> <p>The transfer of budgeted funds from one or more approved projects to one or more other approved projects requires a Form of Change Notice for each project-to-project transfer, one for each project <u>from which</u> budgeted funds are being transferred, and one for each project <u>to which</u> budgeted funds are being transferred.</p> <p>Submit a completed Budget Change Worksheet with the Form of Change Notice for each project, identifying the changes to the budget of the specific project identified in the header of the Form of Change Notice.</p>

LOS ANGELES COUNTY – DEPARTMENT OF MENTAL HEALTH
CONTRACT PROVIDER TECHNOLOGICAL NEEDS PROJECTS

**INSTRUCTIONS FOR COMPLETING
FORM OF CHANGE NOTICE**

From Project No.	Use only if objective is to move budgeted funds between approved projects. Indicate Project Number from which funds are being moved.
To Project No.	Use only if objective is to move budgeted funds between approved projects. Indicate Project Number to which funds are being moved.
(Option 2) Change Project Budget within 15% of original Project Budget. Total Compensation Amount (TCA) remains the same and funds are not shifting to other approved projects a) Increase Project Budget	<p>Check this box if your objective is to request additional budgeted funds be added to the approved project from remaining TCA funds.</p> <p>If the Total Compensation Amount (TCA) of the TNFA is greater than the sum of all projects in Exhibit A of the TNFA, Contractor may, through a Form of Change Notice, increase any project budget up to 15% of the original project budget using funds not committed to projects. Multiple budget shifts of this type are permissible, but once all project budgets have been increased by the 15% maximum, this action is no longer permissible via a Form of Change Notice.</p> <p>Submit a completed Budget Change Worksheet.</p>
Change Project Budget within 15% of original Project Budget. Total Compensation Amount (TCA) remains the same and funds are not shifting to other approved projects b) Decrease Project Budget	<p>Check this box if your objective is to decrease any project budget by an amount up to 15% of the original project budget and return the funds to the TCA.</p> <p>Contractor may, through a Form of Change Notice, decrease any project budget up to 15% of the original project budget. Funds removed from a project via this mechanism will remain available to Contractor through actions specified in Paragraph 6.0 (Change Notices and Amendments) of the TNFA.</p> <p>Submit a completed Budget Change Worksheet.</p>
(Option 3) Project Budget Change – Original Budget	Indicate, in whole dollars (e.g. \$100,000), the original project budget amount at the time the project was approved and included in the TNFA.
Project Budget Change – Revised Budget	Indicate, in whole dollars (e.g. \$100,000), the revised project budget amount.
Project Budget Change – Percent of Change	Indicate as a percentage (e.g. 15%), the percent of the budget increase or decrease.
Add or Modify Technological Needs Project (Exhibit A) a) Add a New Project	<p>Check this box when adding a new, approved project to the TNFA. If you are proposing a new project and/or shifting funds to a proposed new project, the project must be approved prior to submission of a Form of Change Notice.</p>

LOS ANGELES COUNTY – DEPARTMENT OF MENTAL HEALTH
CONTRACT PROVIDER TECHNOLOGICAL NEEDS PROJECTS

**INSTRUCTIONS FOR COMPLETING
FORM OF CHANGE NOTICE**

Add or Modify Technological Needs Project (Exhibit A) b) Modify Project Scope	Check this box if your objective is to modify the project <u>scope</u> , e.g., additional sites or users, added modules or increased functionality, or additional personnel, purchases or services. Submit a revised Exhibit 3 – Technological Needs Project Proposal Description, Section 1.1 (d) Project Scope.
Add or Modify Technological Needs Project (Exhibit A) c) Modify Project Schedule	Check this box if your objective is to modify the project <u>schedule</u> , e.g., extend or reduce duration of overall project, or specific task(s) or milestone(s). Submit revised Appendix C: Summary Project Schedule.
Add or Modify Technological Needs Project (Exhibit A) d) Modify Project Approach	Check this box if your objective is to modify the project <u>approach</u> , e.g., changing from a custom developed application to an ASP solution. Submit a revised Exhibit 3 – Technological Needs Project Proposal Description.
Add or Modify Technological Needs Project (Exhibit A) e) Other	Check this box if your objective is to modify the project in a manner not otherwise identified. Submit appropriate revised project forms.
Description	To be completed for any chosen Option 1-3 above. Briefly describe objective. Attach additional sheets as necessary to detail the request.
Contractor's Project Director Signature	Contractor's Project Director identified in the TNFA must sign and date the Form of Change Notice.
Date	Enter date of signature by the Contractor's Project Director.
County's Project Manager Signature	Leave blank.
Date	Leave blank.
County's Project Director Signature	Leave blank.
Date	Leave blank.
Approved	Leave blank.
Denied	Leave blank.
If denied, state reason	Leave blank.

LOS ANGELES COUNTY – DEPARTMENT OF MENTAL HEALTH
CONTRACT PROVIDER TECHNOLOGICAL NEEDS PROJECTS

FORM OF CHANGE NOTICE

REQUEST DATE:	DMH CONTROL NO. (DMH Use Only)								
<table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> REQUESTOR INFORMATION: Contractor Name: _____ Address: _____ City, State, ZIP: _____ Phone: _____ Email: _____ Contractor's Project Director: _____ </td> <td style="width: 50%; vertical-align: top;"> PROJECT NAME: Project ID No. _____ Contract No. _____ Legal Entity No. _____ </td> </tr> </table>		REQUESTOR INFORMATION: Contractor Name: _____ Address: _____ City, State, ZIP: _____ Phone: _____ Email: _____ Contractor's Project Director: _____	PROJECT NAME: Project ID No. _____ Contract No. _____ Legal Entity No. _____						
REQUESTOR INFORMATION: Contractor Name: _____ Address: _____ City, State, ZIP: _____ Phone: _____ Email: _____ Contractor's Project Director: _____	PROJECT NAME: Project ID No. _____ Contract No. _____ Legal Entity No. _____								
<p>1. Shift of project funds up to 15% of original project budget:</p> <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> Between budget categories within a project <input type="checkbox"/> Between two or more approved projects: </div> <p>From Project No(s). _____ To Project No(s). _____</p>									
<p>2. Change project budget within 15% of original project budget. Total Compensation Amount (TCA) remains the same and funds are not shifting to/from other approved project(s):</p> <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> Increase project budget, using remaining TCA funds or portion thereof <input type="checkbox"/> Decrease project budget, returning funds to TCA </div> <table style="width: 100%; margin-top: 10px;"> <thead> <tr> <th style="width: 40%;"></th> <th style="width: 20%; text-align: center;">Original Budget</th> <th style="width: 20%; text-align: center;">Revised Budget</th> <th style="width: 20%; text-align: center;">Percent of Change</th> </tr> </thead> <tbody> <tr> <td>Project Budget Change:</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>			Original Budget	Revised Budget	Percent of Change	Project Budget Change:			
	Original Budget	Revised Budget	Percent of Change						
Project Budget Change:									
<p>3. Add or Modify Technological Needs Project Proposal (Exhibit A):</p> <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> Add a new Project <input type="checkbox"/> Modify Project Schedule <input type="checkbox"/> Other </div> <div style="display: flex; justify-content: space-between;"> <input checked="" type="checkbox"/> Modify Project Scope <input type="checkbox"/> Modify Project Approach </div>									
Description:									

Contractor's Project Director **Signature:** _____ **Date:** _____

DMH USE ONLY	
County's Project Manager Signature: _____	Date: _____
County's Project Director Signature: _____	Date: _____
APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> If denied, state reason: _____	

Revised: October 5, 2010

LOS ANGELES COUNTY – DEPARTMENT OF MENTAL HEALTH
CONTRACT PROVIDER TECHNOLOGICAL NEEDS PROJECTS

Technological Needs Projects
Budget Change Worksheet

Project Name: Clinical Data & Practice Mgmt. System Project ID No.: CDM00999A
Contractor's Name: XYZ Agency, Inc. Legal Entity No.: 00999
Request Date: 08/13/2010

Category	Original Budget	Revised Budget
Personnel	\$15,625	\$15,625
Hardware	\$25,125	\$31,125
Software	-	-
Contract Services	\$117,348	\$111,348
Other Expenses (Describe)	-	-
TOTAL	\$158,098	\$158,098

Contractor's Project Director **Signature:** John Doe, Ph.D., Executive Director Date: 08/13/2010

DMH USE ONLY

County's Project Manager **Signature:** _____ Date: _____

APPROVED ☐ **DENIED** ☐ If denied, state reason: _____

LOS ANGELES COUNTY – DEPARTMENT OF MENTAL HEALTH
CONTRACT PROVIDER TECHNOLOGICAL NEEDS PROJECTS

Instructions for Completing Technological Needs Projects Budget Change Worksheet

GENERAL INSTRUCTIONS

When requesting a budget modification, submit a **Technological Needs Projects Budget Change Worksheet**, identifying the **MOST CURRENT APPROVED BUDGET** and the **PROPOSED REVISED BUDGET**.

Project Name	Enter the name of Contractor's project as it appears in the TNFA.
Project ID No.	Enter the Project ID No. as it appears on the project approval notification letter.
Contractor Name	Enter the name of the Contractor as it appears in the TNFA.
Legal Entity No.	Enter the Legal Entity number of Contractor as it appears in the TNFA.
Budget Category (ORIGINAL):	Enter amounts by category. Enter whole dollar amounts only.
Personnel	Enter the total Personnel costs for the project as shown on Exhibit 4 - Budget Summary of the TNFA or the most recent approved Budget Modification.
Hardware	Enter the total Hardware costs for the project as shown on Exhibit 4 - Budget Summary of the TNFA or the most recent approved Budget Modification.
Software	Enter the total Software costs for the project as shown on Exhibit 4 - Budget Summary of the TNFA or the most recent approved Budget Modification.
Contract Services	Enter the total Contract Services costs for the project as shown on Exhibit 4 - Budget Summary of the TNFA or the most recent approved Budget Modification.
Other Expenses	Enter the total Other Expense costs for the project as shown on Exhibit 4 - Budget Summary of the TNFA or the most recent approved Budget Modification.
Budget Category (REVISED):	Enter amounts by category. Enter whole dollar amounts only.
Personnel	Enter the REVISED total Personnel Costs associated with the project. If the dollar amount for this budget category is unchanged, enter the CURRENT budget amount.
Hardware	Enter the REVISED total Hardware Costs associated with the project. If the dollar amount for this budget category is unchanged, enter the CURRENT budget amount.
Software	Enter the REVISED total Software Costs associated with the project. If the dollar amount for this budget category is unchanged, enter the CURRENT budget amount.
Contract Services	Enter the REVISED total Contract Services Costs associated with the project. If the dollar amount for this budget category is unchanged, enter the CURRENT budget amount.
Other Expenses	Enter the REVISED total Other Expense Costs associated with the project. If the dollar amount for this budget category is unchanged, enter the CURRENT budget amount.
Contractor's Project Director Signature	Contractor's Project Director identified in the TNFA must sign the Budget Modification form.
Date	Enter date of signature by the Contractor's Project Director.
County's Project Manager Signature	Leave blank.
Date	Leave blank.
Approved / Denied	Leave blank.
If denied, state reason Denied	Leave blank.

Revised: April 5, 2010

LOS ANGELES COUNTY – DEPARTMENT OF MENTAL HEALTH
CONTRACT PROVIDER TECHNOLOGICAL NEEDS PROJECTS

Technological Needs Projects
Budget Change Worksheet

Project Name: _____ Project ID No.: _____
Contractor's Name: _____ Legal Entity No.: _____
Request Date: _____

Category	Original Budget	Revised Budget
Personnel		
Hardware		
Software		
Contract Services		
Other Expenses (Describe)		
TOTAL		

Contractor's Project Director **Signature:** _____ **Date:** _____

DMH USE ONLY	
County's Project Manager Signature: _____	Date: _____
APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> If denied, state reason: _____	

COUNTY OF LOS ANGELES

MARVIN J. SOUTHARD, D.S.W.
Director

ROBIN KAY, Ph.D.
Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director



BOARD OF SUPERVISORS

GLORIA MOLINA
MARK RIDLEY-THOMAS
ZEV YAROSLAVSKY
DON KNABE
MICHAEL D. ANTONOVICH

DEPARTMENT OF MENTAL HEALTH

<http://dmh.lacounty.gov>

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

Reply To: [SISA Name and phone number]
Email: [SISA email]

[Date]

TO: [Executive Director]
[Agency Name]
[Agency Address 1]
[Agency Address 2]
[City], [State] [ZIP]

FROM: Gordon Bunch, MA
Los Angeles County Department of Mental Health
Chief Information Office Bureau
695 South Vermont Avenue – 6th Floor
Los Angeles, CA 90005

SUBJECT: MHSA TECHNOLOGICAL NEEDS PROJECT – DENIAL OF CHANGE NOTICE

Project Name:
Project ID No.:
DMH Control No.:
Request Date:

The referenced Form of Change Notice (copy attached) has been reviewed. We are requesting submission of a revised Form of Change Notice for the following reasons:

- | | |
|--|---|
| <input type="checkbox"/> Requestor information is incomplete | <input type="checkbox"/> Description of change is incomplete or unclear |
| <input type="checkbox"/> Project information is incomplete | <input type="checkbox"/> Changes exceed 15% of project budget |
| <input type="checkbox"/> Type of change is missing | <input type="checkbox"/> Required attachments missing |
| <input type="checkbox"/> Calculations or dates incorrect/missing | <input type="checkbox"/> Missing Contractor Project Director signature |
| <input type="checkbox"/> Other: _____ | |

[SISA optional comments paragraph]

Please contact the Analyst assigned to your agency, [SISA name], at (213) [SISA telephone number] or [SISA email] with any questions.

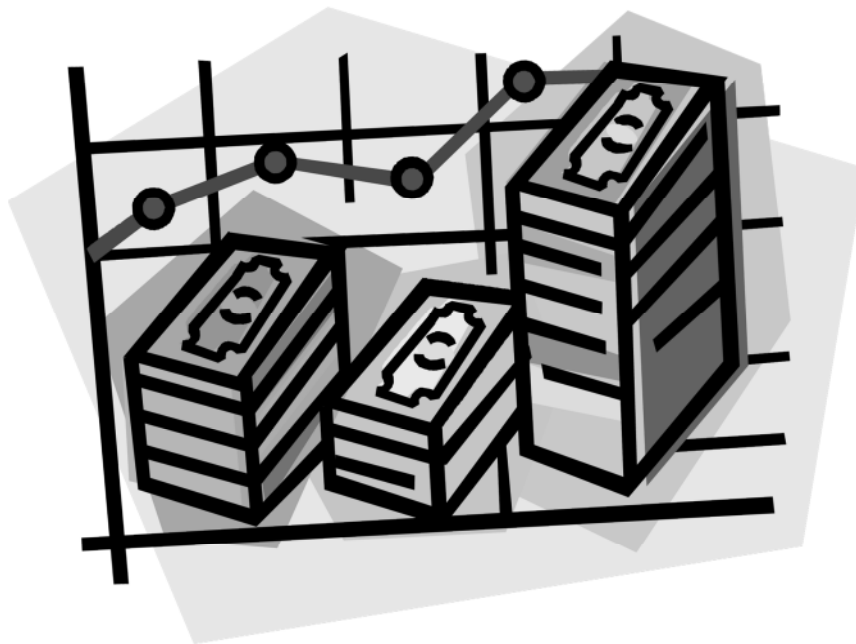
GB:[SISA Initials UPPERCASE]

Attachments (1)

c: [Name of Preparer of Form of Change Notice (Contractor Name)]
[SISA name]

"To Enrich Lives Through Effective And Caring Service"

COST REPORTING MHSA (TNFA) Expenditures Instructions & Sample



COST REPORTING

MHSA Technological Needs Funding Agreement (TNFA) Expenditures

All annual TNFA expenditures must be included in the Fiscal Year Cost Report using Mode 60 Service Function Codes (SFC). Two SFC(s) apply to TNFA expenditures:

- 1) SFC 75 – Non-Medi-Cal Capital Assets; and
- 2) SFC 78 – Other Non-Medi-Cal Client Support (All other TNFA Expenditures)

SFC 75 applies to expenditures on Capital Assets (Fixed Assets valued at \$5,000 or more) and Software purchases \geq \$5,000 where the software licensing agreement extends beyond a one-year term (Capitalized Expense).

SFC 78 applies to all other TNFA expenditures including Personnel, Hardware (valued at $<$ \$5,000), Software (not meeting the criteria for SFC 75 above), Contract Services, Other Expenses, and Start-up (excluding Start-Up expenses used to purchase Capital Assets).

Expenditures must reconcile to Accounts Payable payment records.

Instructions for MH 1901 Schedule B:

- ✓ Column A (Settlement Type) – Enter “CR”
- ✓ Column B (Mode) – Enter “60”
- ✓ Column C (SFC) – Enter “75” if you are reporting Capital Asset Expenditures (\geq \$5,000 per unit) and other Capitalized Expenditures (Software \geq \$5,000 expensed over multiple years) and “78” for all other expenditures
- ✓ Column D (Total Units of Service) – Enter “1”
- ✓ Column U (Non-Medi-Cal Units) – Enter “1” in the rows corresponding to Units of Service indicated in Column D for SFC 75 and 78.

Instructions for MH 1901 Schedule C:

- ✓ Column A thru D (these cells are cell references to Schedule B – No Data Entry Required)
- ✓ Column E (Eligible Direct Cost) – Enter Eligible Direct Costs based on applicable SFC 75 and SFC 78 Expenditures during the reporting period
- ✓ Column F (Directly Allocated Data) – Leave Blank
- ✓ Column G (Relative Value) – Leave Blank
- ✓ Column H (Allocation %) – Leave Blank
- ✓ Column I (Allocated Cost) – Calculated Field – no data entry required

Schedule of Eligible Direct Cost Mode 60 – Supplemental to MH 1901 Schedule C:

- ✓ MHSA Technological Needs Projects – **Personnel** – Enter into Column SFC 78 all Personnel costs expended during the reporting period. Do not include Personnel expenditures paid out of Start-Up funds.
- ✓ MHSA Technological Needs Projects – **Hardware** – Enter into Column SFC 75 all Hardware costs for Capital Assets (\geq \$5,000 per unit) expended during the reporting period. Enter into Column SFC 78 all Hardware costs for Non-Capital Assets ($<$ \$5,000 per unit) expended during the reporting period. Do not include Hardware expenditures paid out of Start-Up funds.
- ✓ MHSA Technological Needs Projects – **Software** – Enter into Column SFC 75 capitalized Software costs \geq \$5,000 where the software licensing agreement extends beyond a 12 month term. Enter into Column SFC 78 all other Software costs expended during the reporting period. Do not include Software expenditures paid out of Start-Up funds.
- ✓ MHSA Technological Needs Projects – **Contract Services** – Enter into Column SFC 78 all Contract Services costs expended during the reporting period. Do not include Contract Services paid out of Start-Up funds.
- ✓ MHSA Technological Needs Projects – **Other Expenses** (aka Other Services) – Enter into Column SFC 78 all Other Expenses expended during the reporting period. Do not include Other Expenses paid out of Start-Up funds.
- ✓ MHSA Technological Needs Projects – **Start Up** – Enter into Column SFC 75 all Hardware costs for Capital Assets (\geq \$5,000 per unit) as capitalized expenses and all multi-year Software costs \geq \$5,000 expended out of Start-Up funds during the reporting period as capitalized expenses. Enter into Column SFC 78 all other costs expended out of Start-Up funds including Personnel costs, Software costs, Contract Services costs, Other Expenses, and Hardware costs (Non-Capital Assets valued at $<$ \$5,000 per unit). Report expenditures only in the year that the expenditures occur. For example, if DMH paid \$10,000 of Start-Up to Contractor during the reporting period, but only \$2,000 was expended by Contractor during the reporting period, Contractor should report only \$2,000 of Start-Up expended in Column SFC 78. The remainder must be reported in future reporting periods.

Department of Mental Health

FISCAL YEAR 2009 - 2010

STATE OF CALIFORNIA HEALTH AND HUMAN SERVICES AGENCY DETAIL COST REPORT WORKSHEET FOR UNITS OF SERVICE AND REVENUE BY MODE AND SERVICE FUNCTION MH 1901 SCHEDULE B (Rev. 7/07)

SAMPLE

Entity Name: Vermont Mental Health Center Entity Number: 00056

Fiscal Year: 2009 - 2010

CR - Cost Recovery	MAA - Medical Administrative Activities
NP - Non-Patient Care	MFS - Mental Health Specialty
TBS - Therapeutic Behavioral Services	ISA - Integrated Service Agency
ASO - Administrative Services Organization	CAW - CALWORKS Services

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U
Settlement Type	Mode	SF	Total Units of Service	SDMC DATA			MEDICARE/MEDICAL CROSSOVER DATA			MEDICAL PATIENT AND OTHER PAYOR REVENUE		ENHANCED SHORT DOYLE MEDICAL DATA					HEALTHY FAMILIES (SED) DATA			Non Medical Units
				Units 07/01/09 - 09/30/09	Units 10/01/09 - 09/30/10	Total Units	Units 07/01/09 - 09/30/09	Units 10/01/09 - 09/30/10	Medicare/SDMC Crossover Units	07/01/09 - 09/30/09	10/01/09 - 09/30/10	Units 07/01/09 - 09/30/09 Children	Units 10/01/09 - 09/30/10 Children	3rd Party Revenue Children	Units 07/01/09 - 09/30/09	Units 10/01/09 - 09/30/10	3rd Party Revenue Children	Units 07/01/09 - 09/30/09	Units 10/01/09 - 09/30/10	
1	CR	05	65	5,000	300	2,000														3,000
2	CR	10	85	10,000																10,000
3	CR	15	10	80,000	8,000	15,000														10,000
4	CR	15	10	80,000	10,000	20,000														10,000
5	CR	15	42	165,000	50,000	70,000														45,000
6	CR	15	52	175,000	50,000	80,000														45,000
7	CR	15	77	86,000	30,000	50,000														6,000
8	CR	45	10	3,000																3,000
9	CR	45	20	20,000																20,000
10	MAA	55	01	75,000	25,000	50,000														10,000
11	MAA	55	17	35,000	10,000	25,000														10,000
12	CR	60	40	10,000																1
13	CR	60	70	1																1
14	CR	60	71	1																1
15	CR	60	72	1																1
16	CR	60	73	1																1
17	CR	60	78	1																1
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MH001_Schedule_B

S:\CF\TN\TNWP\Users\Attachment_0 - Cost Report Sample FY2009-2010.xls

State of California Health and Human Services Agency

Department of Mental Health

DETAIL COST REPORT

**SUPPORTING DOCUMENTATION FOR THE METHOD USED TO ALLOCATE
TOTALS TO MODE OF SERVICE & SERVICE FUNCTION**

MH 1901 SCHEDULE C (Rev. 7/07)

FISCAL YEAR 2009 - 2010

SAMPLE

Entity Name: Vermont Mental Health Center

Entity Number: 00055

Fiscal Year: 2009 - 2010

Allocation

☐ Rate for Allocation ☐ SMA Rate

☐ Published Charges ☒ Directly Allocated

COSTS TO BE ALLOCATED

Allowable Mode Costs (MH1960 Line 18, Col. C) 4,920,000

	A	B	C	D	E	Allocation Basis		H	I
						Directly Allocated Data	Relative Value		
Settlement Type	Mode	SF	Total Units	Eligible Direct Cost				Allocation %	Allocated Cost
1	CR	05	65	5,000		593,590	N/A	13.28%	593,590
2	CR	10	85	10,000		1,594,720	N/A	35.68%	1,594,720
3	CR	15	04	96,000		161,598	N/A	3.62%	161,598
4	CR	15	10	80,000		170,103	N/A	3.81%	170,103
5	CR	15	42	165,000		380,075	N/A	8.50%	380,075
6	CR	15	52	175,000		403,110	N/A	9.02%	403,110
7	CR	15	77	86,000		228,577	N/A	5.11%	228,577
8	CR	45	10	3,000		87,710	N/A	1.96%	87,710
9	CR	45	20	20,000		584,731	N/A	13.08%	584,731
10	MAA	55	01	75,000	100,000				100,000
11	MAA	55	17	35,000	50,000				50,000
12	CR	60	40	10,000		265,787	N/A	5.95%	265,787
13	CR	60	70	1	6,000				6,000
14	CR	60	71	1	30,000				30,000
15	CR	60	72	1	154,500				154,500
16	CR	60	75	1	7,500				7,500
17	CR	60	78	1	102,000				102,000
18									
19									
20									
21									
22									
23									
24									
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Legal Entity Name: XYZ Agency Inc.

Legal Entity No: 00999

FY 2009 -10

Schedule of Eligible Direct Cost Mode 60 - Supplemental To MH 1901 Schedule C

ATTACHMENT 9A

SAMPLE

Funding Source Description		Agency Cost					Total
		SFC 70	SFC 71	SFC 72	SFC 75	SFG 78	
MHSA - FSP							20000
A. Child	Client Support Services (Flex Funds)	20000					
B. TAY:	Client Support Services (Flex Funds)	15,000		8,000			23000
C. Adult:	Client Support Services (Flex Funds)			30,500			30,500
D. Older Adult:	Client Support Services (Flex Funds)	10,000		45,000			55,000
MHSA - Non FSP							
A. Child:	Family Crisis Services: Respite Care						-
B. TAY:	Probation Camps						
	Housing Services						-
C. Adult	IMD Step Down						-
	Housing Services						
D. Older Adult:	Service Extenders						-
	Training						-
E. Cross-Cutting:	Urgent Care						
	One Time Cost						-
	Enriched Residential Services						
	Service Area Navigator						-
MHSA - Family Supportive Services (FSS)							-
MHSA - Wellness Centers: Wellness Centers - Client Run							-
Wellness Centers - Non Client Run							-
MHSA - Field Capable Clinical Services (FCCS)		50,000					50,000
A. Child	Client Support Services (Flex Funds)						
B. TAY:	Client Support Services (Flex Funds)			116,500			116500
C. Adult	Client Support Services (Flex Funds)	5,000					5,000
D. Older Adult	Client Support Services (Flex Funds)						
MHSA - Jail Linkage Services							
MHSA - Outreach and Engagement							
MHSA - Technological Needs Projects:							
	Personnel						-
	Hardware						-
	Software						-
	Contract Services						-
	Other Expenses						-
	Start-Up						-
Realignment/ICGF							-
CalWORKS							-
PATH							-
SAMHSA							
Other: (Please specify)							-
Total Amount (To be reported in MH 1901 Schedule C, Column E)		100,000		200,000			300,000